FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
SEPTEMBER 6, 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 June 14, 2016; Special Meeting (Executive Session) of August 16, 2016; Regular Meeting of August 16, 2016; Special Meeting (Executive Session) of August 30, 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).

None

8. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Tammy Elder, "The Field House Chicken & Waffles", 2500 S. Woodlands Village Blvd., Suite 28., 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 Grant Agreement:** A Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration for the Wildlife Hazard Assessment and Wildlife Hazard Management Plan.

RECOMMENDED ACTION:

Approve the Grant Agreement with the Federal Aviation Administration (FAA) in the amount of $150,000 for the Wildlife Hazard Assessment and Wildlife Hazard Management Plan.

B. **Consideration and Approval of Street Closure(s):** 7th Annual Hopi Arts and Cultural Festival

RECOMMENDED ACTION:

Approve the street closure at Aspen Avenue between Leroux Street and San Francisco on Saturday, September 24 at 6:00 AM to Sunday, September 25 at 6:00 PM.

10. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2016-06; and Approving a Declaration of Trust:** An ordinance of the City Council of the City of Flagstaff, amending the City of Flagstaff City Code Title 1, Administrative, Chapter 1-24, Insurance, relating to the Board of Trustees and administration of the Self Insurance Trust Fund; providing for repeal of conflicting ordinances, severability, and establishing an effective date; and approving a Declaration of Trust ***(Self-Insurance Trust Fund)***.

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-06 by title only for the final time
2) City Clerk reads Ordinance No. 2016-06 by title only (if approved above)
3) Adopt Ordinance No. 2016-06
4) Approve the Declaration of Trust of the City of Flagstaff Self-Insurance Trust Fund

B. **Consideration and Adoption of Ordinance No. 2016-31:** An ordinance amending Flagstaff City Code Title 2, Boards and Commissions, Chapter 2-12, Transportation Commission, for the purpose of adding oversight provisions regarding the progress and expenditures of the City's Road Repair and Street Safety Tax Revenues approved by voters in the election of November 2014.

RECOMMENDED ACTION:

At the September 6, 2016, Council meeting:
1) Read Ordinance No. 2016-31 by title only for the first time
2) City Clerk reads Ordinance No. 2016-31 by title only (if approved above)
At the September 20, 2016, Council meeting:
3) Read Ordinance No. 2016-31 by title only for the final time
4) City Clerk reads Ordinance No. 2016-31 by title only (if approved above)
5) Adopt Ordinance No. 2016-31

C. **Consideration and Approval of Contract:** Landfill Infrastructure Planning.

RECOMMENDED ACTION:

Approve a Contract with Plateau Engineering, Inc. (Plateau) to provide professional consulting services for an amount not to exceed $138,191.00.

D. **Consideration and Approval of Intergovernmental Agreement:** AZ Department of Forestry and Fire Management Cooperative Intergovernmental Agreement (IGA) FT-16-0216-ASF-A1S

RECOMMENDED ACTION:

Approve IGA FT-16-0216-ASF-A1S between the Department of Forestry and Fire Management and the City of Flagstaff for Forest Management Planning.

E. **Consideration and Adoption of Ordinance No. 2016-33:** An ordinance of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, amending qualifications for members who serve on the Heritage Preservation Commission, by amending Title II, Boards and Commissions, Chapter 2-19, Heritage Preservation Commission; providing for severability, repeal of conflicting ordinances, and establishing an effective date.

RECOMMENDED ACTION:

At the September 6, 2016, Council meeting:
1) Read Ordinance No. 2016-33 by title only for the first time
2) City Clerk reads Ordinance No. 2016-33 by title only (if approved above)
At the September 20, 2016, Council meeting:
3) Read Ordinance No. 2016-33 by title only for the final time
4) City Clerk reads Ordinance No. 2016-33 by title only (if approved above)
5) Adopt Ordinance No. 2016-33

F. **Consideration and Adoption of Ordinance No. 2016-35:** An ordinance of the City Council of the City of Flagstaff, authorizing the City of Flagstaff to accept the deed of certain real property located at 2555 S. Beulah Boulevard, Flagstaff, Arizona to expand current City right-of-way and allow for construction of a public sidewalk along Beulah Boulevard.

RECOMMENDED ACTION:

At the September 6, 2016 City Council Meeting:
1) Read Ordinance No. 2016-35 by title only for the first time
2) City Clerk reads Ordinance No. 2016-35 by title only for the first time (if approved above)
At the September 20, 2016 City Council Meeting:
3) Read Ordinance No. 2016-35 by title only for the final time
4) City Clerk reads Ordinance No. 2016-35 by title only for the final time (if approved above)
5) Adopt Ordinance No. 2016-35

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 for Resolution No. 2016-31:** A resolution of the Flagstaff City Council amending the Flagstaff Regional Plan 2030 by amending Chapter 3 to change the categories of Major Plan Amendments and establishing an effective date.

RECOMMENDED ACTION:

1) Open Public Hearing
2) Continue Public Hearing to September 20, 2016

15. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2016-32:** An ordinance to enter into a Fourth Amendment to the Development Agreement (DA) with Nestle-Purina PetCare Company (Nestle-Purina) to extend the agreement and underlying lease until October 15, 2017 ***(Possible extension of Development Agreement with Nestle-Purina; odor mitigation and FUTS easement)***.

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-32 by title only for the final time
2) City Clerk reads Ordinance No. 2016-32 by title only (if approved above)
3) Adopt Ordinance No. 2016-32

B. **Consideration and Possible Adoption of Resolution No. 2016-20 and Ordinance No. 2016-25:** Declaring as a Public Record that certain document known as the International Fire Code, 2012 Edition, and amendments, additions and deletions thereto and the 2016 Amendments to the Flagstaff City Code, Title 5, Fire Code and adopting said public record by reference. ***(Adopting changes to the Flagstaff Fire Code to be consistent with State law)***

RECOMMENDED ACTION:

At the Council Meeting of September 6, 2016

1) Read Resolution No. 2016-20 by title only
2) City Clerk reads Resolution No. 2016-20 by title only (if approved above)
3) Read Ordinance No. 2016-25 by title only for the first time
4) City Clerk reads Ordinance No. 2016-25 by title only (if approved above

At the Council Meeting of September 20, 2016

5) Adopt Resolution No. 2016-20
6) Read Ordinance No. 2016-25 by title only for the final time
7) City Clerk reads Ordinance No. 2016-25 by title only (if approved above)
8) Adopt Ordinance No. 2016-25

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 Mayor Nabours to place on a future agenda a discussion regarding the parcel of land on the north edge of Thorpe Park, next to Clark Homes, for possible use by Housing.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Nabours to place on a future work session agenda a discussion re the policy for water meter requirements for duplexes and triplexes.

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:	09/01/2016
Meeting Date:	09/06/2016

TITLE

Consideration and Approval of Minutes: City Council Work Session of June 14, 2016; Special Meeting (Executive Session) of August 16, 2016; Regular Meeting of August 16, 2016; Special Meeting (Executive Session) of August 30, 2016.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Work Session of June 14, 2016; Special Meeting (Executive Session) of August 16, 2016; Regular Meeting of August 16, 2016; Special Meeting (Executive Session) of August 30, 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: 06.14.2016.CCWS.Minutes
08.16.2016.CCSMES.Minutes
08.16.2016.CCRM.Minutes
08.30.2016.CCSMES.Minutes

WORK SESSION
TUESDAY, JUNE 14, 2016
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

MINUTES

1. Call to Order

Mayor Nabours called the Work Session of June 14, 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 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 Sterling Solomon.

4. Preliminary Review of Draft Agenda for the June 21, 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.*

Mayor Nabours said that there were a number of citizens present regarding the Public Works Yard. He said that if they run long on that they will continue the discussion to next week.

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.

The following individuals addressed Council regarding the following issues:

•Duffie Westheimer, Flagstaff, regarding the Flagstaff Townsite Historic Properties Land Trust
•Charlie Silver, Flagstaff, offered in addition to NIMBY (Not In My Back Yard) they consider KOBY (Know Our Back Yard)

6. Flagstaff Regional Plan 2015 Annual Report

Comprehensive Planning Manager Sara Dechter introduced Jennifer Mikelson, Associate Planner, who then presented a PowerPoint presentation that addressed:

FLAGSTAFF REGIONAL PLAN 2030

ANNUAL REPORT OBJECTIVES
1) Measure progress of Plan implementation through metrics
2) Report on all activities that directly implement the Plan
3) Identify future Plan amendments and projects

www.flagstaffmatters.com

SECOND YEAR CHALLENGES
- Evolving format
- Consistent data collection
- Revisions to baseline data
- Refined language
- New metrics

NATURAL ENVIRONMENT
- Open Space
- Public Facilities
- Water Resources
- Energy

BUILT ENVIRONMENT
- Community Character
- Growth Areas and Land Use
- Transportation
- Cost of Development

Vice Mayor Barotz said that one thing not on the chart of the Built Environment that she

receives a lot of questions about is congestion and how long it takes to move along Milton. She suggested that they figure out how to incorporate that issue so that over time they can see if they are doing better or it is getting worse.

HUMAN ENVIRONMENT
- Indicators of overall community well being
- Neighborhoods, housing and urban conservation
- Economic development

MISSING METRICS
- Most missing metrics are from Natural Environment section
- Some metrics are now available annually
- Future metrics to be developed
  - Connectivity of roadways
  - Affordability index
  - Median wage of new companies

MOST CITED GOALS IN STAFF MEMOS TO COUNCIL
1) Goal PF.2
2) Goal LU.7
3) Goal T.1
4) Goal ED.3
5) Goal E&C.6

She added that 67 out of 75 goals were noted at least once by staff in staff summaries

REGIONAL PLAN ACCOMPLISHMENTS
Interactive Map

Ms. Dechter then introduced Nate Renn with the IT Department who gave a presentation of the interactive map they are working on.

Ms. Mikelson then continued the presentation.

FUTURE COMPREHENSIVE PLANNING PROJECTS
- Ongoing Plan Amendments - Chapter 3 Minor Plan Amendment

PROPOSED PLAN AMENDMENTS

UPCOMING SPECIFIC PLANS
- High Occupancy
- Ped/Bi Master Plan
- Southside Neighborhood Plan

Mayor Nabours asked Council if anyone else had any comments or suggestions on the format for the report. He suggested that it would be nice to compare the three years. Councilmember Putzova said that the idea of charts for the future would be great. She said that a lot of these metrics they probably have historic data for and it would be interesting to see how the community performs.

Ms. Dechter thanked all of those on staff that contributed to the report.

7. History and Overview of Mogollon Public Works Facility, History of Project Scope and Funding of Core Services Maintenance Facility, and future of Mogollon Public Works Facility and Funding of Project

Public Works Director Andy Bertelsen began a PowerPoint presentation which addressed:

DISCUSSION
Background on Core Services Facility
1) History of Project Scope
2) Current Project Scope and Funding
Background on Mogollon Property as Public Works Facility
Council

HISTORY OF PROJECT SCOPE
CURRENT PROJECT SCOPE AND COST ESTIMATES

Real Estate Manager Charity Lee then continued the presentation:

BACKGROUND ON MOGOLLON PROPERTY

Ms. Lee presented different maps showing the history of the property.

MOGOLLON PROPERTY
FINANCIAL OPTIONS FOR CORE SERVICES FACILITY
1) Amend portion of Ordinance and sell 7 acres
2) Retain property
3) Defer decision and direct staff to pursue additional information

Vice Mayor Barotz said that she was interested to know about the land and water conservation grant funds made to the City for enhancing recreation opportunities. It was her understanding that when the community accepts federal money they cannot repurpose the property to be sold off. She asked that staff investigate that further.

Mr. Copley said that he could see this continuing until next week to allow staff time to obtain additional information and prepare more maps.

Councilmember Overton said that before they took public comment, he wanted to emphasize that he was committed to the Core Maintenance Facility being relocated and built, whether or not this becomes their funding gap. At the end of the day, they may decide that it is not, but for him and the community their goal has been to move the yard out of downtown. He does not want to delay the design process and contracting process because they have a shortfall.

Councilmember Oravits asked staff what the timeline was. Mr. Bertelsen said that the original timeline was to have it completed by June 2017, but it has been pushed and they are now going for Winter of 2017/2018.

Councilmember Putzova asked what other options would be available for funding if Council should decide to not sell this property.

A break was taken from 7:24 p.m. to 7:36 p.m.

The following individuals spoke in favor of maintaining the property as part of Thorpe Park:

•Jim David
•Jerry Johnson

•Bill Ring
•Charlie Silver
•Rick Moore
•Rose Houk
•Kathy Flaccus
•Duffie Westheimer
•Katie Hampton
•Haydee Hampton
•Lance Diskan
•Constance Taylor
•Tory Syracuse, Friends of Flagstaff's Future
•Don Perry
•Andrea Perry
•Glenn Rink
•Roabie Johnson
•Britt DeMuth
•Jim McCarthy
•Jazlee Crowley
•Alan Motter
•Jerry Thull
•George Bain

Comments received included:

•Property was trusted as a city park; over the years all kinds of things happened
•34 acres have turned into homes
•Wrote grants in 1973 and 1974 to clean up the pond
•Property is a riparian area
•Council in 1957 probably saw the cannibalization of the park and adopted Ordinance to maintain as park
•Is not a matter of NIMBY; the proximity to schools, the Rio, ballfields and the pond begs the question of what other public use could be made of the yard
•Urge you not to repeal Ordinance 425
•Flagstaff already faces a backlog for acquisition for parks
•Tournaments at the park bring in millions
•Two members on Parks and Recreation Commission recommend yard remain a park
•Remind Council they are obligated to serve
•Maintain the rock building; keep it for historic use
•Many questions remain unanswered
•At the May 18 meeting at Joe C. Montoya Center staff presented legal authority; they need moral arguments
•Need to listen to what the people want
•Flagstaff Soccer Club - has about 600 kids participating in the program, both recreational and competitive; they don't have enough fields
•Choices of the Council will show the integrity of the Council

Mayor Nabours said that they have a few questions for staff and this will continue on to next week. He invited everyone to return to the continuation of the discussion.

Vice Mayor Barotz said that it is unfortunate that they did not have this information before the 2012 election when the Core Maintenance Facility was on the ballot. She feels badly that the process has been backward.

Councilmember Evans said that the discussion tonight is a policy discussion. She has a whole list of 20 questions that she could ask staff to look into, but she really has all of the information

she needs.

She said that in 2012 they were looking to find a way to fund a new yard. The idea of selling the property was a good idea at that time; now they have more information. They do need to fund a new public works yard; it is their responsibility to make sure they have the appropriate facilities to meet the citizen needs.

The following individuals submitted written comment cards in support of maintaining the public works yard as part of Thorpe Park:

.•Amy Perry
.•Janice K. Busco
.•Monica G. Lane
.•Holu Owens
.•Walter Taylor
.•Janice K. Trumpp
.•Trudy Hope
.•Margaret E. Allen
.•Constance Taylor
.•Karen Enyedy
.•Susan J. Hueftle
.•Dawn Tucker
.•Caleb Ring
.•Jane Rukema
.•Ardis Easton
.•George W. Bain
.•Brad Johnson
.•Tara Walstad
.•John Schulman

Steven Richard submitted a written comment card requesting the space be used for low-income housing.

A break was held from 8:55 p.m. to 9:02 p.m.

8. Transit Tax Renewal

Assistant to the City Manager Stephanie Smith began a PowerPoint presentation which reviewed:

OUTLINE
- Council Timeline
- Renewal of the City Transit Tax
  - Continued dedicated sales tax
- Courthouse Bond Project
  - Secondary property tax
- Ballot Timeline

COUNCIL TIMELINE
06/14 - Council direction on transit tax and courthouse project; draft ballot questions
06/28 - Review proposed ballot language
07/05 - Call election and final action on ballot language

Jeff Meilbeck with NAIPTA then continued the presentation.

KEY POINTS

TRANSIT DECISION 2016
- NAIPTA operates transit for City
- Transit funded by $.00295 transit tax
- Transit tax sunsets 06/30/2020 if not renewed
- NAIPTA Board requests 2016 ballot question
- City Council holds authority on how, when or if to send ballot question to voters

PROGRESS TO DATE
- Council Presentation 04/12/16
- Options of Timing and Amount
- Advantages and Disadvantages
- Citizen Review Committee - 04/21/16
- Public Survey April 2016
- Sytematic Random Sample
- Fred Solop
- Team Transit
- City, NAU, County, NAIPTA met twice on public education/outreach

PUBLIC OUTREACH SCHEDULE
- Publicity Pamphlet Final (August)
- Cityscape (Fall)
- 4 Open Houses (September and October)
- 20 Civic Group Presentations (Fall)
- *Bus Stops Here* Events (Fall)
- Update Council (October)

NAIPTA LIKELY VOTER SURVEY
Impression of Mountain Line
- Positive 86%
- Negative 2%
- Neutral 3%
- Don't Know 9%

Support for Extending Current Tax
- 10 years vs. 20 years
  - 71% strongly support for 10 years
  - 16% somewhat support

Ballot language suggests 10 years

Mayor Nabours asked if it would be the end of the bus system if the tax is not renewed. Mr.Meilbeck said that it would as the revenues raised are used to leverage other grants and put service in place. It would fall apart without that funding; it pays operating costs.

Mayor Nabours asked what the rationale was with bringing this forward now when it does not end until 2020. Mr. Meilbeck said that if they waited until 2020 there would be a four month gap from June 30 to November (election time) and if they took it in 2018, there are likely to be other initiatives related to transportation that are new that are going to have to be carefully messaged.

Ms. Smith said that tonight they are looking for direction on whether to move forward with preparing the ballot question. She said that they have draft language on page 84 of the packet, but given the timeline they would like to receive input tonight and approve the final language on July 5.

Vice Mayor Barotz said that she strongly supports moving this forward. She has been on the NAIPTA Board for six years and she believes it is an incredibly-run operation.

Councilmember Overton said that he was the newer member on the NAIPTA Board and what is fantastic for the community is the ability to leverage so much from a small sales tax. He added that it was a wise time to go to the voters.

Councilmember Putzova said that she would like to hear a little more discussion that the Board had on ten years versus twenty years.

Mr. Meilbeck said that he supports it being 10 years because it keeps transportation accountable to the community. Ten years is enough time to get things done.

Councilmember Brewster said that she agreed with that. She has been on the Board two different times and it is well run and has grown a lot since initiated.

Mayor Nabours said that consensus of Council was to move this forward and bring back ballot language.

Ms. Smith then reviewed the timeline:
07/10, 07/17 and 07/24 - Call for pro/con statements for pamphlet
08/10 - Deadline to receive pro/con statements
08/11 - Final Publicity Pamphlet
Early October - Publicity Pamphlets need to be mailed to residents
11/08 - Election

Mayor Nabours said that they would now go back to Item 7.

9. Discussion of New Municipal Courts Facility and draft ballot language

City Manager Josh Copley reviewed a PowerPoint presentation which addressed:

NEW MUNICIPAL COURTHOUSE
Co-located facility with Coconino County Justice Court
Proposed location to be site of old downtown jail
A downtown parking structure is included in the project costs

Vice Mayor Barotz suggested that in the future when they describe the property, it should be more specific, with street names, for newcomers to identify.

PROJECT FUNDING:
City share of project cost is approximately $21,500,000
They have identified $11,500,000 in potentially available funding

CURRENT PROJECT FUNDING
Court Fees $2M (accumulated in fees fund)
Real Estate Fund $520K
Redevelop Fund $500K
Capital Improvement $400K
Capital Financing $4M (leverage of future court fees) financing – apply future court fees

PROPOSED ADDITIONAL FUNDING
Sale of existing courthouse $2M
Sale of Cherry Building $2M

Ballot initiative $10-12M

Mr. Copley said that the rate of property tax and capacity would not be affected by either a $10 million or $12 million bond. On a $10 million bond the debt would be retired sooner.

Mr. Goodrich said that they would look at it as the project progresses to determine whether they would issue bonds all at one time, or over two different times.

PROPOSED ADDITIONAL FUNDING

Mayor Nabours said that his only concern is with the tolerance of the voters. Mr. Copley said that they conducted an open house and received 32 comments from those attending. The difference between $10 million and $12 million did not seem to be overly significant to them. He added that the County is planning to fund their portion through capital financing so they would not be submitting any question to the voters.

Vice Mayor Evans said that they should go out for the $12 million and not tie the sale of the APS building to it. Mr. Copley said that there has not been much attention given to the fact that they were proposing to sell the existing courthouse property. What is before them with a $12 million bond does include the sale of the current courthouse property, but not the APS building. He said that the current court facility and Cherry buildings are aging and will require significant investment in order to maintain them.

Mayor Nabours asked if there was a way to ask on the ballot about the sale of the property. Mr. Copley said that there are legal concerns in doing so. He noted that the City currently has a development agreement with Marriot that states that they would work with the City on a parking structure on their property across the street, as well as the portion of the City property that is currently located at the existing lot. They would propose that the rest of the other property going south be sold, but how a parking structure might be developed into that is yet to be determined.

Councilmember Putzova said that she would support a $12 million bond, but not tie any property to it. Mr. Copley said that without identifying the $2 million needed for the project there will be questions to be answered because people will do the math; they can certainly say they envision the sale of City property.

Vice Mayor Barotz said that she was reluctant to tie the issue to the property; they should not commit themselves to something that would be irreversible. She said that she would support a $12 million bond.

Councilmember Overton said that he was okay with selling the courthouse property, but he does not want to put the City into a position where they go to the voters with a clear intention of selling, and then decide they would rather go a different route. He would support a $12 million bond and would be comfortable with sale of the courthouse property.

Mr. Copley said that they would be hoping for a proposal from a developer to do a parking garage with some type of redevelopment, in collaboration with Marriot. They do know that a parking structure just on the Marriot property is not a feasible option; it will be dependent on the type of proposals received.

Consensus of Council was to move forward with a $12 million bond and removing the current Cherry Building property from the equation.

Mayor Nabours asked staff if they had any sense of tolerance in the amount of the bond. Mr.Jacobs0n said that he wished he did. When they went out last time it was the perfect storm

of issues that came up. They lacked specifics with location, design, lack of support, etc. and there were several other tax issues at that time. It was also significantly larger; they now are asking for $12 million and have a specific location. It is his hope and belief that the community will support it. They need to help the community understand the real need.

10. Review of Draft Agenda Items for the June 21, 2016, City Council Meeting.*

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

None

11. Public Participation

None

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

Mr. Copley reminded everyone that on Friday morning from 7:30 a.m. to 9:00 p.m. the City would be hosting the Alliance for Second Century meeting with their partners. One of the topics will be a presentation by JT Tannous and the possibility of investigating a cultural facility for Flagstaff.

13. Adjournment

The Work Session of the Flagstaff City Council held June 14, 2016, adjourned at 9:32 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, AUGUST 16, 2016
COUNCIL CHAMBERS
211 WEST ASPEN
BETWEEN THE 4:00 P.M. AND 6:00 P.M. PORTIONS
OF THE REGULAR MEETING

MINUTES

1. Call to Order

Mayor Nabours called the Special Meeting to order at 4:25 p.m.

2. Roll Call

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

PRESENT:

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

ABSENT:

NONE

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

3. Recess into Executive Session.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to recess into Executive Session for legal advice regarding the Nestle Purina Development Agreement amendment and underlying lease issues; and legal advice regarding use of retail development tax incentives.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 4:26 p.m.

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; 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; and Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. 38-431.03(A)(3)(4) and (7), respectively.

i. Possible extension of Nestle-Purina Development Agreement and underlying lease.

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body pursuant to ARS 38-431.03(A)(3).

i. Use of retail development tax incentive agreement for economic development activities under A.R.S. 9-500.11.

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 5:30 p.m. at which time the Special Meeting of August 16, 2016, adjourned.

_____
Mayor

ATTEST:

_____
City Clerk

CITY COUNCIL REGULAR MEETING
TUESDAY, AUGUST 16, 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 August 16, 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 Sterling Solomon.

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 Combined Special Meeting/Work Session of March 8, 2016; Budget Retreat of April 26-27, 2016; Work Session of May 10, 2016; Special Meeting of May 24, 2016; Special Meeting/Executive Session of June 28, 2016; Combined Work Session/Special Meeting of June 28, 2016; and Regular Meeting of July 5, 2016.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to approve the minutes of the City Council Combined Special Meeting/Work Session of March 8, 2016; Budget Retreat of April 26-27, 2016; Work Session of May 10, 2016; Special Meeting of May 24, 2016; Special Meeting/Executive Session of June 28, 2016; Combined Work Session/Special Meeting of June 28, 2016; and Regular Meeting of July 5, 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.

Convention and Visitors Bureau (CVB) Director Trace Ward introduced the new Marketing and Media Relations Manager, Lorri Pappas, who joined their team a few weeks ago. Ms. Pappas said that she has been a community member for years and has had the privilege of working with several mayors and councils in the past. She said that she was excited to be part of Team Flagstaff.

Mayor Nabours recognized the Finance Department for receiving the GFOA Financial Report Achievement Award.

6. PROCLAMATIONS AND RECOGNITION

None

7. APPOINTMENTS

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

A. Consideration of Appointments: Personnel Board.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Eva Putzova to appoint Cathy Speirs to the Personnel Board with a term to expire October 2020.

Vote: 7 - 0 - Unanimously

B. Consideration of Appointments: Parks and Recreation Commission.

Moved by Councilmember Jeff Oravits, **seconded by** Mayor Jerry Nabours to reappoint Tom Ziegler to the Parks and Recreation Commission with a term to expire August 2019.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Scott Overton to appoint Brian Bloom to the Parks and Recreation Commission with a term to expire August 2019.

Vote: 7 - 0 - Unanimously

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to appoint Michael Trouche to the Parks and Recreation Commission with a term to expire August 2018.

Vote: 7 - 0 - Unanimously

C. **Consideration of Appointments:** Sustainability Commission.

Moved by Vice Mayor Celia Barotz, **seconded by** Councilmember Eva Putzova to appoint David McCain to the Sustainability Commission with a term to expire October 2017.

Vote: 7 - 0 - Unanimously

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton to appoint Brian Petersen to the Parks and Recreation Commission with a term to expire October 2017.

Vote: 7 - 0 - Unanimously

8. LIQUOR LICENSE PUBLIC HEARINGS

None

9. **CONSENT ITEMS**

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

Moved by Councilmember Scott Overton, **seconded by** Mayor Jerry Nabours to approve Consent Items 9-A through 9-E.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** 2016-60 Desktop Supplies and Services

Accept the Proposal and approve the agreement with Quality Connections Inc. for annual purchases of desktop office supplies; and authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Cooperative Contract:** 2017-05 Cooperative Agreement with Baker & Taylor

Approve the cooperative agreement for Library Supplies and Services through the separately procured agreement between the City of Mesa and Baker & Taylor Inc.

C. **Consideration and Approval of Agreement:** Intergovernmental Agreement between City of Flagstaff and Coconino County for election services for the General Election of November 8, 2016.

Approve the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the General Election of November 8, 2016.

D. **Consideration of Ratifying Grant Agreement**: Between FEMA Assistance to Firefighters Grant (AFG) and the City of Flagstaff for the Regional Training Grant.

Approve the ratification of the Grant Agreement to FEMA (Assistance to Firefighters) for grant funds totaling in the amount of $186,395.00 (Federal share $169,450, City/Fire District Share $16,645) to improve regional operational efficiency and scene safety.

E. **Consideration and Approval of Intergovernmental Agreement:** Intergovernmental Agreement (IGA) between the City of Flagstaff and the Greater Flagstaff Region (GFR) partnering agencies (Summit Fire District, Highlands Fire District and Ponderosa Fire District)

Approve the Intergovernmental Agreement with GFR partners (Summit Fire District, Highland Fire District and Ponderosa Fire District) for the FEMA AFG Regional Training Grant totaling $186,395 of which 10% is from matching funds by GFR partners (City of Flagstaff's share is $9,727)

10. **ROUTINE ITEMS**

A. **Consideration and Adoption of Resolution No. 2016-30:** A resolution of the City Council of the City of Flagstaff, Arizona authorizing the Arizona Power Authority Power Sales Contract; and establishing an effective date.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to read Resolution No. 2016-30 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE ARIZONA POWER AUTHORITY POWER SALES CONTRACT; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to adopt Resolution No. 2016-30.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Contract:** AZ State Forestry Division Cooperative Intergovernmental Agreement (IGA) FD-16-0090-ASF-A1S

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to approve the Cooperative Intergovernmental Agreement with the Arizona State Forestry Division,FD 16-0090-ASF-A1S.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2016-28:** A resolution authorizing the conveyance of utility easements to Arizona Public Service Company across City property located at the Flagstaff Airport and Wheeler Park, delegating authority complete the transactions, and establishing an effective date ***(Grant of easements to APS)***

Real Estate Manager Charity Lee explained that there were two easements--one across Wheeler Park on the west corner of Humphreys and Aspen and the other across a parcel at the airpark, both to increase power for future developments. She noted that representatives of Arizona Public Service were present if Council had any questions of them.

Councilmember Putzova asked if there would be any impact on Wheeler Park with the Easement. Kent Bushman, Flagstaff Construction Section Leader with APS, said that they have to trench in the same area, so there will be a disturbance, but it will be re-landscaped on completion.

Mayor Nabours noted that the easement at the airport would be going across an existing parking lot and the tenant using it is agreeable.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to read Resolution No. 2016-28 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE CONVEYANCE OF UTILITY EASEMENTS TO ARIZONA PUBLIC SERVICE COMPANY ACROSS CITY PROPERTY LOCATED AT THE FLAGSTAFF AIRPORT AND WHEELER PARK, DELEGATING AUTHORITY TO COMPLETE THE TRANSACTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Scott Overton to adopt Resolution No. 2016-28.

Vote: 7 - 0 - Unanimously

D. **Consideration and Approval to Amend Lease :** No. GS-09B-94446 Building 3 of the USGS Facility at 2255 North Gemini Drive, Flagstaff, AZ. 86001 ***(Extend lease term three years)***

Ms. Lee noted that back in May staff came before Council to submit a RLP on this property, but they have not heard back yet and the lease on Building 3 expires in December. This would amend that lease to extend it for an additional three years.

Ms. Lee explained that the intention is to build new buildings first and once completed, they would relocate into Building 7 and then Building 3 would be demolished.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to amend the lease with GSA to extend the term of the lease for Building 3, through December 21, 2019.

Vote: 7 - 0 - Unanimously

E. **Consideration and Adoption of Resolution No. 2016-29:** A resolution ratifying the submittal of a Request for Lease Proposal (RLP 5AZ0152) from the United States General Services Administration (GSA) for building 6 of the United States Geological Campus located at 2400 North Gemini Drive.

Ms. Lee said that while Council was on break staff received another RLP (Request for Lease Proposal) from the USGA for Building 6 of the USGS Campus located at 2400 North Gemini, with a very short time to respond. This item before Council is to ratify the action taken by staff in submitting such an RLP due to the time constraints. She said that they did not propose to modify Building 6 other than regular maintenance, such as carpet and paint. With that approach they were able to decrease the lease debt and this will aid in that reduction. She said that they have calculated around $100,000 in reserves annually to go into the account. This does not cost the City anything and keeps USGS there.

Moved by Councilmember Karla Brewster, **seconded by** Councilmember Jeff Oravits to read Resolution No. 2016-29 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, RATIFYING THE SUBMITTAL OF A BID RESPONSE TO THE UNITED STATES GENERAL SERVICES ADMINISTRATION FOR THE LEASE OF THE UNITED STATES GEOLOGICAL SURVEY CAMPUS, BUILDING 6; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to adopt Resolution No. 2016-29.

Vote: 7 - 0 - Unanimously

RECESS

The 4:00 p.m. portion of the August 16, 2016, Regular Council Meeting recessed at 4:24 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the meeting of August 16, 2016, at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. ROLL CALL

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

PRESENT:	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 Sterling Solomon.

12. PUBLIC PARTICIPATION

Barry Brenneman, Flagstaff, addressed the Council thanking the City for promptly responding to a tree needing to be removed. He also noted that the submission filed by the City in response to the Hub Appeal was not very professional and the individuals who wrote it should be talked to.

Mayor Nabours noted that they would be discussing Item 15-B first.

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

None

14. PUBLIC HEARING ITEMS

None

15. REGULAR AGENDA

A. Council Consideration and Direction: 2017 League Resolutions.

Assistant to the City Manager Stephanie Smith reviewed the League Resolutions through the following PowerPoint presentation:

LEAGUE PROCESS
Cities and towns submit ideas
League Policy Committees
Resolutions Committee
Annual League Conference
Municipal Policy Statement

Ms. Smith said that the resolutions would be voted on at the Annual Business Meeting at the conference next week, and those resolutions make up the League's Legislative Agenda for the coming year.

PROCESS
FLAGSTAFF'S RECOMMENDATIONS
•Approved as Recommended Resolutions (submitted more than others; 6 of 8 were submitted)
•Approved as Recommended Resolutions
•Approved as Guiding Principles
•Not Approved

APPROVED AS GUIDING PRINCIPLES
•Protect local authority to bring revenue to cities and towns
•Uphold and restore principle of local control
•Protect existing funding to cities and towns which support the quality of life for its residents

RECOMMENDED TO COMMITTEE
•Improve Forest Health
•Support State Housing Trust Fund
•Support Energy Districts

RESOLUTIONS NOT RECOMMENDED
•Improve safety in public facilities (Members decided to not move forward as they saw it being best served at local level)
•Clarify state law regarding signs (White there was great interest and discussion, the committee voted to work on this with the League, attorneys, and interested parties, but not add it to the legislative priorities for this year)

QUESTIONS RE THE FATE OF FLAGSTAFF'S REQUESTS

RESOLUTIONS RECOMMENDED TO COMMITTEE
•Seek legislation to create Economic Development Reimbursement Authority System for Infrastructure/Improvements (As written it is voluntary - would not be required, but available) - Surprise
•Amend statutes to authorize retention and detention basin improvement districts to levy and expend money to operate, maintain, repair and improve retention and detention basins within a municipality - Yuma
•Create workable, mutually-beneficial construction sales tax reform (Note: Barbara Goodrich is on the task force that the League has already put together)
•Simplify the rezoning language for cities and towns to reflect the more direct county language (So all properties adjacent to a properly seeking a potential rezoning case would have opportunity to protest) Sedona

Vice Mayor Barotz said that from a community and policy perspective, she would like to understand if this would be reducing the ability of property owners to challenge a rezone. Ms. Smith said that in speaking with Sedona and the League, the intent is to clarify, but also to ensure consistency so that all property owners have the ability to participate in a protest.

Mayor Nabours noted that he sits on the Resolutions Committee, and the question that keeps coming

up is whether the 20% required in the statutes is of all of the surrounding properties, or 20% of one side, that can trigger a super majority. He said that Yuma had an issue where one small side and one property owner on that side required a super majority. If they read this that 20% of the property owners on any one side can trigger the supermajority, then that one property owner could overrule 50 other property owners around the perimeter.

Councilmember Evans said that she was not sure that she would support this; she would need to understand it more. She said that the supermajority clause has been used three times in the City, and she would like to see how those challenges would have been impacted by this proposed legislation.

Councilmember Putzova requested that this item be voted on separate from the others because there was not complete support.

Michael Collier was asked to come forward and respond to how this would apply to the Public Works Yard issue. Mr. Collier said that when the yard issue first came up he talked with all of the people that lived within 150 feet ot the property. It was simplified because 75% by numbers said absolutely, so there was no question. He did sit down with the Deputy Attorney Kevin Fincel who did a wonderful job of walking through what the state mandated rules were on this. Mr. Collier said that in his mind it would be better to have it clearer and he was glad that the League was attempting to make it clearer.

RESOLUTIONS RECOMMENDED TO COMMITTEE (Continued)

- Seek legislation to remove any limitation or penalty in accessing PSPRS Retirement benefits as the member is transitioning into a job reassignment as an accommodation under the ADA
- Design legislation to improve the County island annexation process without undue burden to any one party
- Revise and update the disincorporation statutes
- Explore options that create funding solutions and/or financing authority to deal with PSPRS unfunded pension liabilities
- Support the presence of military installations

UPCOMING DATES

- Resolutions Committee Meeting
- Annual Business Meeting
- Setting and League Overview (November/December)

Vice Mayor Barotz asked if the public was able to comment on the resolutions being considered at the 1:30 p.m. meeting on August 23. Mr. Dille replied that in the past there is an availability of seats around the committee and typically they are there to watch the proceedings. He does not recall any instance where they took public comment.

Mayor Nabours said that there was a request to vote separately on the Rezoning Clarification statement; he asked if there were any others requested to be taken separately. Councilmember Putzova said that she was not sure she would support the Support of Military Installations.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton to instruct him, as the Resolutions Committee representative from the City of Flagstaff, to vote yes on Resolutions BFED 1, 2, 3, 4; GAHRE 2, 3, 4 and 5; and NSQL 1 and 2.

Vote: 7 - 0 - Unanimously

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton to instruct him, as the Resolutions Committee representative for Flagstaff, to vote yes on GAHRE 1, Rezoning.

Vice Mayor Barotz said that she could not support this resolution because she does not feel she has the proper understanding of unintended consequences. She would continue to be kept informed on the outcome of this resolution.

Councilmember Evans said that she could not support this resolution as well because it could have a negative ramification and minimize options and abilities, and it reduces personal property rights.

Councilmember Overton said that the take away for him is it is not so much in changing the threshold, but to simplify the rezoning language. It is a very difficult appeals process and he would like to see it easier for the public to read and apply.

Mayor Nabours noted that the League does not make the laws or amend them; they make proposals to the legislature and then the final product is hammered out.

Councilmember Brewster said that she supports simplifying the language for the average person.

Councilmember Oravits said that he was on the fence. As a general discussion, it would be good to simplify the language, but if it negatively impacts property rights, then he would be concerned.

Vice Mayor Barotz said that she did not see it as an effort to take away personal property rights. Her concern is that it will make it harder to challenge a rezoning. If she really believed that the intent was to clarify, she may support, but she does not believe that to be the case.

Vote: 4 - 3

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

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to instruct him, as the Resolutions Committee representative from Flagstaff, to vote yes on PSMAC1, Supporting Military Installations.

Councilmember Putzova said that this policy concerns her. There are no specific provisions and under the policy any provisions could be moved forward theoretically. There is a lot of weaponry that is developed and ends up in the civic sphere just because it is on the market. She is comfortable with some of the statements, but she does not think that military installations should be considered from the economic perspective.

Vice Mayor Barotz said that she was concerned about the way it is written.

Vote: 5 - 2

NAY: Vice Mayor Celia Barotz
Councilmember Eva Putzova

B. **Consideration and Adoption of Ordinance No. 2016-32:** An ordinance to enter into a Fourth Amendment to the Development Agreement (DA) with Nestle-Purina PetCare Company (Nestle-Purina) to extend the agreement and underlying lease until October 15, 2017 ***(Possible extension of Development Agreement with Nestle-Purina; odor mitigation and FUTS easement)***.

Business Retention & Expansion Manager John Saltonstall reviewed the item, noting that Nestle-Purina PetCare's new Factory Manager, Casey Hansen, was present as well. He reviewed a PowerPoint presentation which addressed:

PROPOSED EXTENSION OF NESTLE-PURINA DEVELOPMENT AGREEMENT
BACKGROUND
Development Agreement first adopted in 2003; amended in 2008, 2015, and 2016
Odor Mitigation Study done in 2016
They are in compliance with all state and federal regulations re air quality

PERFORMANCE MEASURES
DEDICATION OF RIGHT OF WAY FOR FUTS
STACK DIAGRAM MAP
PHASE I
- Installation of a combined tall stack by April 30, 2017
- Anticipated 50% reduction of modeled ground level odor as measured against base line test value
- Post Installation testing

PHASE II
- Combine all dryer exhaust into new taller stacks
- Anticipated 50% reduction of modeled ground level odor as measured against base line test value
- Post Installation testing

He said that Nestle Purina PetCare and the City have agreed to reconvene to assess odor mitigation efforts on or before October 15, 2020, to ensure that the mitigation effort continues and that as technology changes they continue a dialogue to ensure there is clean air.

He said that their due diligence included contracting with an environmental consultant to have them confer with the City regarding the science and validity of what was being proposed. They received affirmation that this is a sound approach and by the best practices they should see this reduction in odor by 50%.

FOURTH AMENDMENT BY THE NUMBERS
- $800,000 property tax savings by Nestle-Purina over two years
- $1.1 million capital investment by Nestle-Purina
- $90,000 dedication of land for FUTS by Nestle-Purina
- $100,000 in testing by Nestle-Purina
- $2.72 additional energy costs by Nestle-Purina
- $54 million estimated annual economic impact of Nestle-Purina in community

Mr. Saltonstall clarified that the City paid for the economic analysis and Nestle-Purina PetCare paid for the Brown and Caldwell study ($120,000).

Vice Mayor Barotz asked Mr. Hansen if he was familiar with plants around the world and whether this has been a problem elsewhere. Mr. Hansen replied that he was not.

Councilmember Putzova said that at the last meeting where this issue was discussed, she asked if Nestle-Purina would do this work even if the development agreement was not amended, and they were told yes. She asked if that was still their position. Mr. Hansen said that he would like to see what happens on the 6th, but they are committed to these improvements. He said that the $800,000 in incentives would be a nice kick start to get the project moving quicker.

Moved by Councilmember Karla Brewster, **seconded by** Mayor Jerry Nabours to read Ordinance No. 2016-32 by title only for the first time.

Councilmember Putzova proposed an amendment to the motion, with permitted wordsmithing, with an intent that the $800,000 tax credit be payable upon satisfactory evidence that the anticipated odor reduction is met. Mr. McIntire clarified that they are not paying the City, but they are committed in the Development Agreement to pay the City back if they do not meet the numbers.

Ms. Goodrich said that she heard the question of whether they could wait for Nestle-Purina to put these measures into place before they receive the tax benefit. There is no way to not authorize the incentive and then withhold it because of the way the Coconino County taxes are determined, usually two years out.

Ms. Wendel said that right now the commitment is for Nestle-Purina to install and operate the equipment. This is new technology that has not been implemented here. They anticipate, and their environmental engineering firm anticipates, 50%, but they are not sure,; therefore, they have hedged in not meeting that requirement. She referred the Council to Item No. 15.

Moved by Councilmember Putzova and **seconded by** Vice Mayor Barotz to amend the motion that if the 50% reduction is not shown at 60 days after installation of Phase II, they reimburse the tax credit. After further discussion, **Councilmember Putzova amended her motion** to amend the Development Agreement to provide that if Nestle-Purina has not made a 50% reduction by October 2020 that they would have to give back the tax savings that they have received since 2015 (approximately $800,000) or prorated by how close they got to 50%; **amended motion seconded by Vice Mayor Barotz.**

Councilmember Overton said that the thought the intent was good of the Development Agreement and extending the Development Agreement. He could agree that it would be great to put performance measures tied to possible repayment of the tax abatement, but he does not want to hold up the benefit to the east side residents. He was happy to have that conversation now, but he believed they have done good homework and as a partner they do not have exact scientific results, but they know it will be better. He was willing to take that risk.

Councilmember Oravits said that he would support leaving it as is without the amendment, but would like to see some measurements met.

After further discussion **Councilmember Putzova withdrew her motion** to amend; **Vice Mayor Barotz withdrew her second**.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE CITY OF FLAGSTAFF TO ENTER INTO A FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH NESTLE PURINA PETCARE COMPANY, AND EXTENDING THE UNDERLYING LEASE UNTIL OCTOBER 15, 2017; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Mayor Nabours said that they would leave it up to City staff and Nestle-Purina to see if anything else could be resolved and bring it back at the September 6, 2016, meeting.

C. **Consideration and Adoption of Ordinance No. 2016-06; and Approving a Declaration of Trust:** An ordinance of the City Council of the City of Flagstaff, amending the City of Flagstaff City Code Title 1, Administrative, Chapter 1-24, Insurance, relating to the Board of Trustees and administration of the Self Insurance Trust Fund; providing for repeal of conflicting ordinances, severability, and establishing an effective date; and approving a Declaration of Trust ***(Self-Insurance Trust Fund)***.

Management Services Director Rick Tadder presented a PowerPoint presentation on this issue, which addressed:

SELF-INSURANCE TRUST
Update City Code Title 1, Chapter 1-24
Align our City Code with ARS 11-981
Define the Board of Trustees
    Five-Member Board
Define the Powers of the Board
    Retrospective Review
    Recommendations to Council
        Reserves, investments, actuarial assumptions
    Annual Reporting

He said that the statutes allow for one member to be councilmember and one member to be a staff member; however, staff was recommending five external candidates. They will go through the normal process for obtaining applications through the City Clerk's Office.

BOARD OF TRUSTEE'S AGREEMENT

Outlines the Self Insurance Trust Fund as defined in City Code
Defines Responsibilities of the Trustees
Fiduciary Insurance
Indemnification
Non-Liability of Trustees
Rules and Procedures

Mayor Nabours asked how much money is usually in the Trust and how it is used. Mr. Tadder said that at the end of FY17 it will be around $3.3 million. It is used to pay certain insurance premiums, workers compensation, health insurance, accidents, death, and property insurance claims.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Karla Brewster to read Ordinance No. 2016-06 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL, AMENDING THE FLAGSTAFF CITY CODE, TITLE 1,ADMINISTRATIVE, CHAPTER 1-24, INSURANCE, RELATING TO THE BOARD OF TRUSTEES AND ADMINISTRATION OF THE SELF-INSURANCE TRUST FUND; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

16. DISCUSSION ITEMS

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 Putzova to place on a future agenda a discussion re Thorpe Park and the steps needed to keep open space designation into the future.

Councilmember Putzova said that her request was to legally secure the public works yard on Mogollon and to ensure that the part of Thorpe Park where it was located, remains part of the park.

The following individuals addressed the Council in support of this item:

.•Charlie Silver
.•Jamie Whelan

There was a consensus of Council to move this item forward to a future agenda.

B. Future Agenda Item Request (F.A.I.R.): A request by Mayor Nabours to place on a future work session agenda a discussion re zoning/sign codes related to donation bins.

Mayor Nabours said that he would like to place this on a future agenda so they have some answers on donation bins. After brief discussion it was agreed that they would first start with a Council Communication Report (CCR).

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

Vice Mayor Barotz said that she was very sorry to hear that a long-time employee, David McKee, had resigned. She said that he was a former Employee of the Year and highly valued. She thanked him for his exceptional work and was sorry to hear that his career did not end on a good note.

Councilmember Overton said that he saw a lot of staff over the summer break and it appeared that everyone was happy with the change in the summer break dates.

Councilmember Overton said that at some point in the future he would like to start the discussion about how they are going to hire their next city manager.

Councilmember Evans said that she would like to receive more information on HB2451. It is her understanding that Arizona may be looking at another boycott because of the passing of this bill. The last boycott negatively impacted their hotel and restaurant industry and she is trying to figure out if this is something they need to get ahead of.

Councilmember Evans said that at the NAACP meeting last night, while Deputy Chief Miller was speaking, the question of who investigates shootings came up and there was a conversation about the Shoot Team Policy. The community does not seem to know about this and while the newspaper has mentioned the fact that there is a three-agency team and that agencies do not investigate their own, the information is often buried within a larger story. She would like to see something about this on the City's website and the Flagstaff Police Department's website that is clear about the policy, and perhaps the City should ask the newspaper to do a story about this team in particular.

Councilmember Evans reported that at the Tourism Roundtable with Congresswoman Kirkpatrick that was held last week there was an issue brought up regarding the Grand Canyon National Park Proposed Backcountry Management Plan and Draft Environmental Impact Statement. Within it there is a proposal to reduce and limit the amount of independent tour operators. According to the information that she received from Ben Murphy of All-Star Grand Canyon Tours (a Flagstaff business) the idea is to go from 27 such organizations down to 5-7. This would negatively impact the local companies that are in town. She said that sheforwarded to the the City Manager the email and information that she received from Mr. Murphy on this issue, and asked that he distribute to the rest of Council. Mr. Murphy asked that the Flagstaff City Council consider a resolution against this action as a way of support for local tour companies. Due to this request, she was asking for a F.A.I.R. item.

Councilmember Evans said that in 2003, when the barrier was put in place on Izabel Street, the idea was that after a barrier was placed at the corner of Izabel and 6th Avenue, the barrier on Izabel would be removed. At that time the neighborhood was waiting for the piece of 6th Avenue between West and Izabel to be paved. She has forwarded an e-mail from a resident in that neighborhood who provided all of the documentation to the City Manager and is asking that he forward this on to Council as well. She said that she was wondering when that will happen given the fact that the new barrier has been in place now for approximately five years.

She said that over the summer break she had the opportunity to speak with several individuals in the community and throughout the state. It has come to her attention that most cities their size have commissions that look at the status of Women and Women Issues and she asking for a F.A.I.R. item for the creation of a Women's Commission in Flagstaff.

Councilmember Evans said that yesterday the City's website came up in a discussion and it was noted for people who have challenges reading there is not an "audible" option. She was wondering if they can work on getting that type of accommodation for the City's website.

Mr. Copley reported that staff would be coming back on August 30, 2016, to discuss the City's education strategy for Proposition 411 (transit) and 412 (courthouse). He noted that they were starting tomorrow with courthouse outreach.

Vice Mayor Barotz asked if there was any way to have outreach on the transit as well as the courthouse. Mr. Copley said that they are coordinating efforts with NAIPTA. When they do these civic

groups they only have about a 15-minute block.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held August 16, 2016, adjourned at 8:04 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 August 16, 2016. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of September, 2016.

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, SEPTEMBER 30, 2016
COUNCIL CHAMBERS
211 WEST ASPEN
4:00 P.M.

MINUTES

1. Call to Order

Mayor Nabours called the Special Meeting of August 30, 2016, to order at 4:00 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 Sterling Solomon.

3. Recess into Executive Session.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to recess into Executive Session for legal advice on Walnut Canyon Road; legal advice and real estate discussions re property at Flagstaff Pulliam Airport and USGS Building 7; and personnel issues related to possible recruitment of a city manager.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 4:00 p.m.

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

i. Walnut Canyon Road

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body; 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; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. 38-431.03(A)(3), (4), and (7), respectively.

i. Real estate negotiations related to sale of all or a portion of property zoned highway commercial at the Flagstaff Pulliam Airport.

ii. USGS Campus Building 7 City Proposal for Build to Suit

C. 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 A.R.S. 38-431.03(A)(1).

i. City Manager Possible Recruitment

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 5:45 p.m. at which time the Special Meeting of August 30, 2016, adjourned.

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	08/29/2016
Meeting Date:	09/06/2016

TITLE:

Consideration and Action on Liquor License Application: Tammy Elder, "The Field House Chicken & Waffles", 2500 S. Woodlands Village Blvd., Suite 28., 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 restaurant recently came under new management and the license is needed for 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 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 September 8, 2016.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments:

Field House - Letter to Applicant
Hearing Procedures
Series 12 Description
Field House - PD Memo
Field House - Code Memo
Field House - Tax Memo

OFFICE OF THE CITY CLERK

August 23, 2016

The Field House Chicken & Waffles
Attn: Tammy Elder
2500 S. Woodlands Village Blvd., Suite 28
Flagstaff, AZ 86001

Dear Ms. Elder:

Your application for a new Series 12 liquor license for The Field House Chicken & Waffles at 2500 S. Woodlands Village Blvd., Suite 28, was posted on August 15, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, September 6, 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 September 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 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.

FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001• (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Chief of Police
Kevin D. Treadway

MEMORANDUM **16-062-01**

TO **Chief Kevin Treadway**

FROM **Sgt. Matt Wright**

DATE **June 3, 2016**

REF **LIQUOR LICENSE APPLICATION –SERIES 12- for "Field House Chicken and Waffles"**

On June 3, 2016, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Tammy Elder (Agent/Controlling person), Danielle Condon (Controlling Person), and Carl Elder (controlling person). Field House Chicken and Waffles is located at 2500 S. Woodlands Village Blvd. suite 28 in Flagstaff. This is an application for the new series 12 license #12033403. 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 Tammy Elder, Danielle Condon, and Carl Elder and nothing negative was found. I spoke with Danielle. Danielle said she and the other applicant Tammy Elder would be responsible for the day to day operation of the business. Danielle confirmed they are currently operating with an interim liquor license. Tammy Elder, had not attended the mandatory liquor law training course when I called but planned on completing the course prior to city council meeting on the July 5, 2016. No liquor law violations could be located for any of the applicants as this is 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

June 15, 2016

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Dan Folke, Planning Director DWF.

FROM: Reggie Eccleston, Code Compliance Officer. RE

RE: Application for Liquor License #12033403
2500 S. Woodlands Village Blvd., Ste. #28
Flagstaff, Arizona 86001
Assessor's Parcel Number 112-29-014C
Tammy Elder on behalf of The Field House Chicken & Waffle

This application is a request for a new, Series 12 Restaurant liquor license, by Tammy Elder on behalf of The Field House Chicken & Waffle. This restaurant is located within the Highway Commercial 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: June 14, 2016

Re: Series 12 Liquor License – Field House Chicken

I have reviewed the records for C&E Field House, Corp, dba Field House Chicken and Waffles and I have no objection to approval of this liquor license.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Barney Helmick, Airport Director
Co-Submitter:	Stacey Brechler-Knaggs
Date:	08/29/2016
Meeting Date:	09/06/2016

TITLE:

Consideration and Approval of Grant Agreement: A Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration for the Wildlife Hazard Assessment and Wildlife Hazard Management Plan.

RECOMMENDED ACTION:

Approve the Grant Agreement with the Federal Aviation Administration (FAA) in the amount of $150,000 for the Wildlife Hazard Assessment and Wildlife Hazard Management Plan.

Executive Summary:

The Flagstaff Airport is the primary Commercial Service Airport for Northern Arizona. As the owner of the airport, the City must utilize proper methods to control wildlife within the airport and reduce incidents of wildlife strikes to aircraft on landing and take off, as well as during movement on the airport grounds. These methods include the development of a Wildlife Hazard Assessment and Wildlife Hazard Management Plan, which will identify strategies for reducing wildlife attractants, such as standing water or vegetation.

The FAA requires that Commercial Service Airports have a current Wildlife Hazard Management Plan. The airport's existing Wildlife Hazard Management Plan is outdated. The Grant Agreement provides FAA funding to hire a consultant to perform an updated Wildlife Hazard Analysis of the Flagstaff Airport and a Wildlife Hazard Management Plan.

Financial Impact:

The FAA Grant for $150,000 will cover 91.06% of the cost for this Wildlife Hazard Assessment and Wildlife Hazard Management Plan. Arizona Department of Transportation Inter-Model Transportation Division will cover $7,363 (4.47%) and the cost to the City of Flagstaff will be $7,364 (4.47%), for a total project cost of $164,727 which is budgeted in account 221-07-222-6205-0-4201.

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
6) Provide a well-managed transportation system

Has There Been Previous Council Decision on This:

No prior action has been presented to City Council.

Options and Alternatives:

The FAA requires that The Flagstaff Airport update the existing Wildlife Hazard Management Plan.
Option 1. City Council can approve this grant and reduce the cost to the City of Flagstaff from $165,000 to $7,500.
Option 2. City Council can reject this Grant and the City of Flagstaff covers the entire cost of the $165,000.

Background/History:

The FAA requires publicly funded airports to complete a Wildlife Hazard Assessment and Wildlife Hazard Management Plan every 10 years. This assessment will allow the staff to better manage against wildlife hazards that could cause injury, damage or death to the flying public. It will guide staff in the proper methods, and tools to reduce wildlife hazards for the Airport. The Airport has a current Wildlife Hazard Management Plan, which is over 10 years old.

Key Considerations:

In recognition of the increased risk of serious aircraft damage or the loss of human life that can result from a wildlife strike, greater emphasis is being placed on preparing airport Wildlife Hazard Management Plans that effectively deal with the problem. Public-use airport operators need to be aware of any hazardous wildlife attractants on or near their airport. Therefore, it is critical that the Airport update perform the assessment and update the plan.

Expanded Financial Considerations:

Failure to accept the Grant Award and complete the Wildlife Hazard Assessment and Wildlife Hazard Management Plan could negatively impact the ability to qualify for future FAA grants.

Community Benefits and Considerations:

The Wildlife Hazard Assessment and Management Plan will benefit the Airport and the community to minimize the risk to aviation safety, airport structures or equipment, or human health posed by populations of hazardous wildlife on and around the airport.

Community Involvement:

Consult/Inform - City will go through a competitive proposal process to solicit and provide services. It will create a Wildlife Hazards Working Group to facilitate the communication, cooperation, and coordination of the airport and its surrounding community necessary to ensure the effectiveness of the Wildlife Hazard Assessment and Management Plan. City will also incorporate public education activities with the local coordination efforts.

Attachments: FAA AIP 3-04-0015-040-2016 Grant Agreement

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	August 11, 2016
Airport/Planning Area	Flagstaff Pulliam
AIP Grant Number	3-04-0015-040-2016
DUNS Number	088302625

TO: City of Flagstaff, Arizona
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated December 8, 2015, for a grant of Federal funds for a project at or associated with the Flagstaff Pulliam Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Flagstaff Pulliam Airport (herein called the "Project") consisting of the following:

Wildlife Hazard Assessment (Conduct Wildlife Hazard Assessment and Wildlife Hazard Management Plan)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 91.06 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $150,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $150,000 for planning

   $0 for airport development or noise program implementation

   $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 13, 2016**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must

furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**

    A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    B. Requirement for Data Universal Numbering System (DUNS) Numbers

        1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

        2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.

        3. Data Universal Numbering System: DUNS number means the 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 866–606-8220) or the Internet (currently at http://fedgov.dnb.com/webform).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
    A. may not be increased for a planning project;
    B. may be increased by not more than 15 percent for development projects;
    C. may be increased by not more than 15 percent for a land project.
17. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
18. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
    A. Verify the non-federal entity is eligible to participate in this Federal program by:
        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
    B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
    C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
19. **Ban on Texting When Driving.**
    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
    B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
20. **Trafficking in Persons.**
    A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, and subrecipients of private or public Sponsors (private entity). Prohibitions include:
        1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
        2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
        3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
   a. Associated with performance under this agreement; or
   b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 8, 2015, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. **Current FAA Advisory Circulars for AIP Projects:** The Sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated December 31, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. **Grants Issued on Estimates**. The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for a Wild Life Hazard Assessment; and the parties agree that within 90 days from the date of acceptance of this Grant Offer, the Sponsor will receive negotiated fees for a Wildlife Hazard Assessment with Wildlife Mitigation Plan contained within the grant description. If, after the Sponsor has received negotiated fees, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater based on the actual negotiated fees received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

Mike N. Williams
(Typed Name)

Manager, Phoenix Airports District Office
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this _____ day of _____, _____.

City of Flagstaff, Arizona
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Printed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Claire Harper, Recreation Coordinator - Community Events
Date:	08/29/2016
Meeting Date:	09/06/2016

TITLE:

Consideration and Approval of Street Closure(s): 7th Annual Hopi Arts and Cultural Festival

RECOMMENDED ACTION:

Approve the street closure at Aspen Avenue between Leroux Street and San Francisco on Saturday, September 24 at 6:00 AM to Sunday, September 25 at 6:00 PM.

Executive Summary:

The City of Flagstaff Office of Community Events brings forward requests for street closures on behalf of the applicant. Staff requires the event producer to conduct outreach and encourages them to address any concerns that the community may have regarding this event. In addition, the Office of Community Events produces a monthly newsletter for downtown residents and business owners to inform them of upcoming City Council meetings, street closures and events at Heritage Square.

Financial Impact:

While street closures need to be managed appropriately given the change in traffic patterns for local businesses, community events support the vibrancy of the economy and downtown events are supported by the Downtown Business Alliance (DBA).

Connection to Council Goal and/or Regional Plan:

REGIONAL PLAN:

Economic Development:
Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.
Goal ED.6. Tourism will continue to provide a year-round source for the community, while expanding specialized tourist resources and activities.
Goal ED.7. Continue to promote and enhance Flagstaff's unique sense of place as an economic development driver

Has There Been Previous Council Decision on This:

Council has approved various street closures in the downtown area in the past. The Hopi Economic Development Corporation received approval for this street closure in 2013, 2014 and 2015.

Options and Alternatives:

- Approve the request as submitted
- Deny the request to close the proposed downtown street

Background/History:

The Hopi Arts and Cultural Festival is sponsored by the Hopi Tribe's Economic Development Corporation to provide an opportunity for Native American artisans to sell their arts and crafts. Additionally, this gives the Hopi Tribe an opportunity to share their life and culture through educating the public with art, dance and traditional foods. The festival is in its seventh year and has annually drawn over 1,000 residents and visitors into the downtown area.

Key Considerations:

The current special event permit regulations do not allow for the full closure of one-way streets in north downtown. Deviations from this regulation have been approved by City Council on a case-by-case basis. The Flagstaff Fire Department requires that there be a fire lane and access to all hydrant and water hook-ups on the streets.

Community Benefits and Considerations:

The Hopi Arts and Cultural Festival draws approximately 1,000 residents and visitors to the historic downtown area and may generate tourism and business for Flagstaff hotels and restaurants. The Hopi Arts and Craft Festival provides an educational opportunity for residents and visitors through the sale and display of art, crafts and food

Community Involvement:

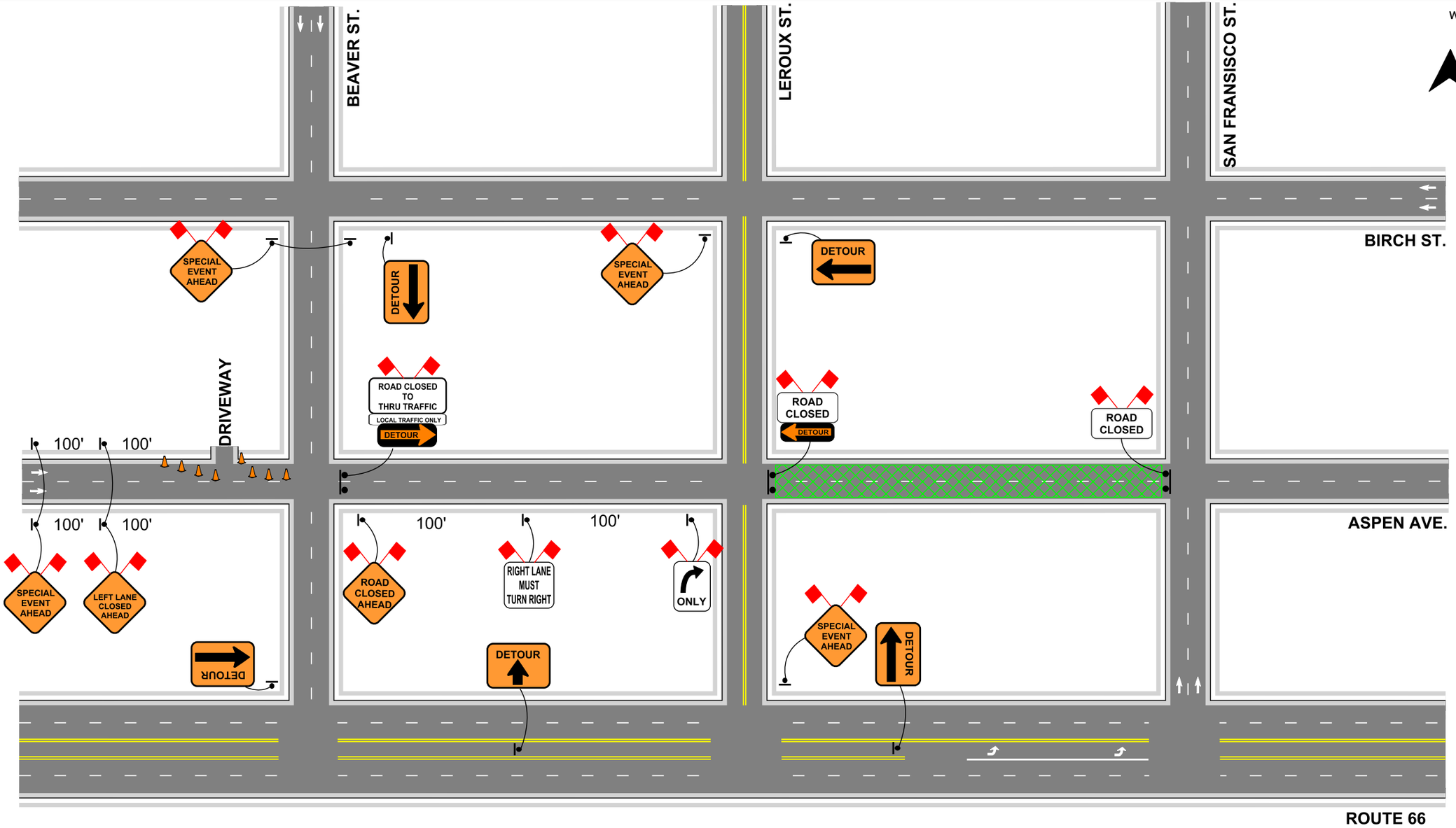
Inform: The Office of Community Events produces a monthly newsletter for downtown businesses and residents. The newsletter contains event information regarding upcoming City Council meetings, Heritage Square activities and street closures. Notice of the Council meeting will be included in the September newsletter.

Involve: The Hopi Tribe Economic Development Corporation is required to conduct outreach to all businesses and residents affected by the street closure.

Expanded Options and Alternatives:

- Approve the request as submitted which will provide a safe place for the community to enjoy the Hopi Arts and Cultural Festival.
- Deny the request to close the proposed downtown street. Closure of a street in the downtown area has the potential to impact parking and businesses due to the change in traffic flow.

Attachments: Traffic Control Plan



HIGHWAY TECHNOLOGIES (928) 526-1646

Barricades • Rentals • Pavement Marking • Signing • Guardrail

Serving Arizona since 1962

DRAWN BY: STEPHEN MILLER

OPERATIONS MANAGER: RICK CONWAY

DRAWN FOR: HOPI ARTS & CRAFTS FESTIVAL

LOCATION: ASPEN AVE.

AGENCY: COF

PLAN # 5-HOPIART-1

Legend

Work Area

Cone

NOTE:

28" TRAFFIC CONE SPACED AT 20'

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rick Tadder, Management Services Director

Co-Submitter: Anja Wendel, Senior Assistant City Attorney

Co-Submitter: Dean Coughenour

Date: 08/29/2016

Meeting Date: 09/06/2016

TITLE:

Consideration and Adoption of Ordinance No. 2016-06; and Approving a Declaration of Trust: An ordinance of the City Council of the City of Flagstaff, amending the City of Flagstaff City Code Title 1, Administrative, Chapter 1-24, Insurance, relating to the Board of Trustees and administration of the Self Insurance Trust Fund; providing for repeal of conflicting ordinances, severability, and establishing an effective date; and approving a Declaration of Trust ***(Self-Insurance Trust Fund)***.

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-06 by title only for the final time
2) City Clerk reads Ordinance No. 2016-06 by title only (if approved above)
3) Adopt Ordinance No. 2016-06
4) Approve the Declaration of Trust of the City of Flagstaff Self-Insurance Trust Fund

Executive Summary:

The proposed changes to the Self-Insurance Trust Fund ordinance will require the City Council to appoint a Board of Trustee (versus having the Audit Committee Members serving as Trustees) and will help clarify the roles of the Trustees, consistent with Arizona Revised Statutes 11-981 related to establishing trust funds. The Declaration of Trust will provide Trustees with information and responsibilities regarding the Self-Insurance Trust Fund.

Financial Impact:

There is no financial impact to adopting this ordinance.

Connection to Council Goal and/or Regional Plan:

This item does not address Council or Regional Plan Goals. This item addresses Effective Governance under the Management priorities.

Has There Been Previous Council Decision on This:

The last changes made to the City Code related to the Self-Insurance Trust Fund were approved with the adoption of Ordinance 2010-13 in August 2010. First reading of this ordinance occurred at the August 16, 2016, Council meeting.

Options and Alternatives:

- Approve Ordinance 2016-06 as presented.
- Amend and Approve Ordinance 2016-06.
- Consider elimination of the Self-Insurance Trust Fund.

Background/History:

In 1986, City Council approved Ordinance 1463 to create a funding source and mechanism to pay for certain City insurance premiums, claim losses and claim related expenses.

In 2010, City Council approved Ordinance 2010-13 to further define allowable expenses that may be paid for with trust funds and to designate the City Audit Committee, excluding the Management Services Director, as the Trustees for the Self-Insurance Trust Fund. These changes aligned the City Code with Arizona Revised Statue 11-981.

Recently City staff, including representation from Risk Management, Legal, and Management Services, reviewed our current City Code for the Self-Insurance Trust Fund to assure we are in compliance with State law. Staff is recommending several changes to align our Code with State requirements and to better define the role of the Board of Trustees. Under the existing Code, the City Audit Committee members are serving as the Trustees. In communicating with City Audit Committee members, they did not unanimously agree to be designated as Trustees. City Staff is recommending that Trustees be appointed by Council. City staff worked to develop a Declaration of Trust for the Self-Insurance Trust to better define the roles and responsibilities of the Trustee as purpose of the fund, allowable expenditures, and to provide Trustee protections. The City Risk Manager will continue to serve as the Risk Management Consultant for the fund. As structured, the Board of Trustees will provide a third party financial review and make recommendation to staff and report annually to Council.

Like some larger cities with a self-insurance trust, the City could decide to add greater powers to the Board of Trustees; however, such approach is not recommended this time. We would like to have the Board of Trustees make recommendation for change should they see fit to.

Key Considerations:

It is important to the City's fiscal health that the Self-Insurance Trust Fund is established to provide both expected expenses related to insurance premiums and claims as well as those claim expenses that are not covered through insurances. Also having a Board of Trustees to assist in administration for the fund will provide a third party review in addition to the City's annual audit.

Community Benefits and Considerations:

Adequate funding of the Self-Insurance Trust Fund provides the community protection from exposure to unfunded claims and claims expenses.

Community Involvement:

Citizens will be appointed to the Board of Trustees. The Board responsibilities are defined in the Declaration of Trust of the City of Flagstaff Self-Insurance Trust Fund in Article 5: Powers and Duties of the Board of Trustees.

Attachments: Ord. 2016-06
SIT Declaration of Trust

ORDINANCE NO. 2016-06

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL, AMENDING THE FLAGSTAFF CITY CODE, TITLE 1, *ADMINISTRATIVE*, CHAPTER 1-24, *INSURANCE,* RELATING TO THE BOARD OF TRUSTEES AND ADMINISTRATION OF THE SELF-INSURANCE TRUST FUND; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff maintains a Self-Insurance Trust Fund to pay for benefits, losses and claims; and

WHEREAS, the City desires to update and revise its procedures for administering its Self-Insurance Trust Fund consistent with A.R.S. § 11-981.

ENACTMENTS:

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

SECTION 1: In General.

That Flagstaff City Code, Title 1, *Administrative,* Chapter 1-24, *Insurance*, is hereby amended as follows (additions shown in capitalized underlined text, and deletions shown as stricken):

SECTION 1-24-001-0001 PURPOSE

~~A fund shall be established for the~~ THE purpose of THE SELF-INSURANCE TRUST FUND IS TO pay~~ing~~ benefits, losses, and claims.~~ The funds shall be placed in a trust fund in an amount determined appropriate by the City Council. The fund shall be administered in accordance with A.R.S. § 11-981.~~

SECTION 1-24-001-0002 DEFINITIONS

In this Chapter unless the context otherwise requires:

ADMINISTRATOR: THE RISK MANAGEMENT CONSULTANT OR INSURANCE ADMINISTRATOR WHO SHALL BE LICENSED PURSUANT TO A.R.S. § 20-281 ET SEQ. (INSURANCE PROVIDER LICENSING) OR CERTIFIED AS AN INSURANCE ADMINISTRATOR UNDER A.R.S. § 20-485 ET SEQ. (INSURANCE ADMINISTRATORS).

CITY: The City of Flagstaff, Arizona, including public officials, boards, commissions, employees and supervised volunteers, while performing duties for the City within the scope of employment.

DECLARATION OF TRUST AGREEMENT: THE AGREEMENT ENTERED INTO BY THE CITY AND THE TRUSTEES, SETTING FORTH THE POWERS AND DUTIES OF THE TRUSTEES AND THE ADMINISTRATOR; A STOP LOSS PROVISION; AND OTHER TERMS AND CONDITIONS.

FUND OR TRUST: THE SELF-INSURANCE TRUST FUND.

LIABILITY LOSS: Defense and damages for losses to persons or property for which the City is liable.

PROPERTY LOSS: Damage to tangible City-owned property by an accidental event but not property of public officials, boards, commissions, employees or volunteers.

UNEMPLOYMENT COMPENSATION LOSSES: Those charges imposed upon the City by Federal and State unemployment compensation laws.

WORKER'S COMPENSATION LOSSES: Those losses for which the City is liable subject to title 23 of the Arizona Revised Statutes.

SECTION 1-24-001-0003 SELF-INSURANCE TRUST FUND

A. THE SELF-INSURANCE TRUST FUND SHALL BE FUNDED IN AMOUNT DETERMINED APPROPRIATE BY THE CITY COUNCIL.

B. The Self-Insurance Trust Fund shall provide defense and payment of ~~benefits, insurance premiums,~~ losses~~,~~ and claims for property, liability, unemployment compensation, worker's compensation; ~~losses,~~ health, accident, life, disability or other benefits for the employees and officers of the City and their dependents;~~, and~~ payment of insurance premiums; AND RISK MANAGEMENT CONSULTATION; subject to the following exceptions:

C. EXCEPTIONS:

~~A.~~1. Claims or punitive damages arising, out of the willful violation of a penal statute or ordinance.

~~B.~~2. Claims arising out of acts of bad faith and/or fraud.

~~C.~~3. Other items deemed inappropriate by the City Manager OR ADMINISTRATOR.

SECTION 1-24-001-0004 BOARD OF TRUSTEES

A. THE CITY COUNCIL SHALL APPOINT FIVE (5) TRUSTEES TO SERVE AS THE BOARD OF TRUSTEES OF THE SELF-INSURANCE TRUST FUND. EACH TRUSTEE WILL SERVE A THREE (3) YEAR TERM, EXCEPT INITIAL APPOINTMENTS SHALL BE STAGGERED AS FOLLOWS: THREE (3) TRUSTEES SHALL BE APPOINTED FOR A THREE (3) YEAR TERM, AND TWO (2) TRUSTEES SHALL BE APPOINTED FOR A TWO (2) YEAR TERM.

B. ALL TRUSTEES MUST BE RESIDENTS OF THE CITY. NO MORE THAN ONE TRUSTEE MAY BE A CITY COUNCIL MEMBER. NO MORE THAN ONE TRUSTEE MAY BE A CITY EMPLOYEE.

C. NO PERSON SHALL QUALIFY AS A TRUSTEE UNTIL HE OR SHE HAS BEEN BONDED. THE BOND REQUIREMENT MAY BE SATISFIED BY THE BLANKET PERFORMANCE BOND OR OTHER COVERAGE PROVIDED BY THE CITY.

D. TRUSTEES ARE SUBJECT TO REMOVAL AND SUBSTITUTION BY THE CITY COUNCIL WITH OR WITHOUT CAUSE. UPON EXPIRATION OF HIS OR HER TERM, A TRUSTEE MAY BE REAPPOINTED BY CITY COUNCIL.

SECTION 1-24-001-000~~4~~05 ~~AUDIT COMMITTEE ADVISORY TO CITY COUNCIL~~ POWERS AND DUTIES OF BOARD OF TRUSTEES

~~The City of Flagstaff's Audit Committee, with the exception of the Management Services Director, shall serve as trustees for the Self Insurance Trust Fund, provided that all members of the Audit Committee are residents of the City, no more than one (1) member of the Audit Committee is a member of the City Council, and no more than one (1) member of the Audit Committee is an employee of the City. The Audit Committee~~

A. THE BOARD OF TRUSTEES shall administer the self-insurance program of the City in the manner prescribed by A.R.S. § 11-981 AND IN THE DECLARATION OF TRUST AGREEMENT, and shall perform such other duties as may be delegated by the City Council from time to time.

B. THE BOARD OF TRUSTEES SHALL MEET AT LEAST ONCE A YEAR TO:

1. RETROSPECTIVELY REVIEW ALL AGGREGATED EXPENDITURES, INCLUDING PAID CLAIMS;

2. MAKE RECOMMENDATIONS TO THE CITY COUNCIL, THROUGH THE CITY MANAGER, REGARDING THE AMOUNT OF FUNDING TO ACHIEVE AND MAINTAIN ADEQUATE RESERVES IN THE TRUST, THE INVESTMENT AND ADMINISTRATION OF THE TRUST, AND APPROVAL OF ACTUARIAL ASSUMPTIONS;

3. MAKE OTHER RECOMMENDATIONS TO THE CITY COUNCIL THAT THE TRUSTEES DEEM NECESSARY AND APPROPRIATE; AND

4. SUBMIT AN ANNUAL REPORT TO THE CITY COUNCIL THROUGH THE CITY MANAGER RELATING TO THE STATUS OF THE TRUST.

SECTION 1-24-001-000~~5~~06 ~~RISK MANAGEMENT DIRECTOR OR CONSULTANT~~ ADMINISTRATOR

A. The City shall designate ~~a risk management director or consultant who shall be licensed pursuant to Title 20, Chapter 2, Arizona Revised Statutes. The director or consultant~~ ~~shall~~ A QUALIFIED ADMINISTRATOR FOR THE SELF-INSURANCE TRUST FUND TO provide such advice and assistance as the City Manager shall request.

B. THE FINANCIAL ACTIVITIES, MANAGEMENT AND BUSINESS AFFAIRS OF THE SELF-INSURANCE TRUST FUND SHALL BE MANAGED EFFECTIVELY AND EFFICIENTLY BY THE ADMINISTRATOR IN CONSULTATION WITH THE MANAGEMENT SERVICES DIRECTOR AND THE FINANCE DIRECTOR.

C. THE ADMINISTRATOR SHALL SUBMIT A REPORT ON THE STATUS OF THE TRUST TO THE BOARD OF TRUSTEES AT LEAST ANNUALLY.

1-24-001-00~~06~~07 CITY ATTORNEY SALARY EXPENSE

The direct cost of salary expense for the City Attorney in matters of litigation shall be an eligible charge to the ~~Loss Trust~~ Fund.

1-24-001-00~~07~~08 SETTLEMENT OF CLAIMS

The City Manager or designee shall have the authority to settle and authorize payment of claims against the City up to the amount of fifty thousand dollars ($50,000). Any SETTLEMENT ~~claim~~ in excess of this amount shall require approval of the City Council. ~~The Council shall be notified of all claim settlements.~~

1-24-001-00~~08~~09 EXCESS INSURANCE

The City shall purchase excess insurance above the risk retention limit approved by the City Council.

1-24-001-00~~09~~10 TRUST FUND NOT SUBJECT TO BUDGET LAW

Expenditures during the fiscal year from the trust fund and monies in the trust fund at the close of the fiscal year shall not be subject to the LOCAL GOVERNMENT BUDGETING PROVISIONS OF A.R.S. § 42-17101 ET SEQ. ~~provisions of Title 42, Chapter 2, Article 4, Arizona Revised Statutes. An Audit shall be performed annually by an external auditor and~~ THE SELF-INSURANCE TRUST FUND SHALL BE AUDITED ANNUALLY AS REQUIRED BY THE CITY CHARTER, ARTICLE VI, SECTION 5 said report shall be kept on file WITH THE CITY CLERK for a minimum of five (5) years.

SECTION 3. Repeal of Conflicting Ordinances.

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

SECTION 4. Severability.

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

SECTION 5. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of September, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

S:\Legal\Civil Matters\2016\2016-012 Self-Insured Trust Fund Ordinance and Declaration\Self Insurance Trust Fund Ordinance 7-13-16.doc

DECLARATION OF TRUST OF THE
CITY OF FLAGSTAFF SELF-INSURANCE TRUST FUND

THIS DECLARATION OF TRUST is made this _____ day of _____, 2016, by the City of Flagstaff ("City"), a political subdivision of the state of Arizona, and by the current trustees of the Self-Insurance Trust Fund and their successors ("Trustees").

RECITALS:

WHEREAS, the Self-Insurance Trust Fund ("Fund") is authorized pursuant to A.R.S. § 11-981 and City Code, Chapter 1-24, *Insurance,* as may be amended;

NOW, THEREFORE, the City agrees as follows:

ARTICLE 1. PURPOSE

The purpose of the Self-Insurance Trust Fund is to pay benefits, losses, and claims.

ARTICLE 2. DEFINITIONS

ADMINISTRATOR: The risk management consultant or insurance administrator who shall be licensed pursuant to A.R.S. § 20-281 et. seq. (Insurance Provider Licensing) or certified as an insurance administrator under A.R.S. § 20-485 et seq. (Insurance Administrators).

CITY: The City of Flagstaff, Arizona, including public officials, boards, commissions, employees and supervised volunteers, while performing duties for the City within the scope of employment.

DECLARATION OF TRUST AGREEMENT: The Agreement entered into by the City and the trustees, setting forth the powers and duties of the Trustees and the Administrator; a stop loss provision; and other terms and conditions.

FUND or TRUST: The Self-Insurance Trust Fund.

LIABILITY LOSS: Defense and damages for losses to persons or property for which the City is liable.

PROPERTY LOSS: Damage to tangible City-owned property by an accidental event but not property of public officials, boards, commissions, employees or volunteers.

TRUSTEES: The Trustees and their successors.

UNEMPLOYMENT COMPENSATION LOSSES: Those charges imposed upon the City by federal and state unemployment compensation laws.

WORKER'S COMPENSATION LOSSES: Those losses for which the City is liable subject to title 23 of the Arizona Revised Statutes.

ARTICLE 3. SELF-INSURANCE TRUST FUND

A. The Self-Insurance Trust Fund shall be funded in an amount determined appropriate by the City Council.

B. The Self-Insurance Trust Fund shall provide defense and payment of losses and claims for property, liability, unemployment compensation, worker's compensation; health, accident, life, disability or other benefits for the employees and officers of the City and their dependents; insurance premiums; and risk management consultation; subject to the following exceptions:

C. Exceptions:

1. Claims or punitive damages arising, out of the willful violation of a penal statute or ordinance.

2. Claims arising out of acts of bad faith and/or fraud.

3. Other items deemed inappropriate by the City Manager or Administrator.

ARTICLE 4. BOARD OF TRUSTEES

A. The City Council shall appoint five (5) trustees to serve as the Board of Trustees of the Self-Insurance Trust Fund. Each Trustee will serve a three (3) year term, except initial appointments shall be staggered as follows: three (3) trustees shall be appointed for a three (3) year term, and two (2) trustees shall be appointed for a two (2) year term.

B. All trustees must be residents of the City. No more than one trustee may be a City Council member. No more than one trustee may be a City employee.

C. No person shall qualify as a trustee until he or she has been bonded. The bond requirement may be satisfied by the blanket performance bond or other coverage provided by the City.

D. Trustees are subject to removal and substitution by the City Council with or without cause. Upon expiration of his or her term, a trustee may be reappointed by City Council.

ARTICLE 5. POWERS AND DUTIES OF BOARD OF TRUSTEES

A. The Board of Trustees shall administer the self-insurance program of the City in the manner prescribed by A.R.S. § 11-981 and in the Declaration of Trust Agreement, and shall perform such other duties as may be delegated by the City Council from time to time.

B. The Board of Trustees shall meet at least once a year to:

1. Retrospectively review all aggregated expenditures, including paid claims;

2. Make recommendations to the City Council, through the City Manager, regarding the amount of funding to achieve and maintain adequate reserves in the Trust, the investment and administration of the Trust, and approval of actuarial assumptions;

3. Make other recommendations to the City Council that the Trustees deem necessary and appropriate; and

4. Submit an annual report to the City Council through the City Manager relating to the status of the Trust.

ARTICLE 6. ADMINISTRATOR

A. The City shall designate a qualified Administrator for the Self-Insurance Trust Fund to provide such advice and assistance as the City Manager shall request.

B. The financial activities, management and business affairs of the Self-Insurance Trust fund shall be managed effectively and efficiently by the Administrator in consultation with the Management Services Director and the Finance Director.

C. The Administrator shall submit a report on the status of the Trust to the Board of Trustees at least annually.

ARTICLE 7. CITY ATTORNEY SALARY EXPENSE

The direct cost of salary expense for the City Attorney in matters of litigation shall be an eligible charge to the Fund.

ARTICLE 8. SETTLEMENT OF CLAIMS

The City Manager or designee shall have the authority to settle and authorize payment of claims against the City up to the amount of fifty thousand dollars ($50,000). Any settlement in excess of this amount shall require approval of the City Council.

ARTICLE 9. EXCESS INSURANCE

The City shall purchase excess insurance above the risk retention limit approved by the City Council.

ARTICLE 10. TRUST FUND NOT SUBJECT TO BUDGET LAW

Expenditures during the fiscal year from the trust fund and monies in the trust fund at the close of the fiscal year shall not be subject to the local government budgeting provisions of A.R.S. § 42-17101 et seq. the Self-Insurance Trust Fund shall be audited annually as required by the City Charter, Article VI, Section 5, said report shall be kept on file with the city clerk for a minimum of five (5) years.

ARTICLE 11. STOP LOSS PROVISION

For each City-insured liability (including without limitation employee benefits and casualty loss liabilities) the stop loss terms and amount will be the same for each individual for which this Trust exists as the source for payment of the self-insured liabilities allowed under A.R.S. § 11-981. The stop loss will apply equally in terms and amount to each such individual, subject to the type of coverage involved, for which this Trust exists as the source for payment of self-insured liabilities.

ARTICLE 12. FIDUCIARY INSURANCE POLICY

The City shall purchase a fiduciary insurance policy to cover the Trustees when acting within the scope of their duties pursuant to this Declaration of Trust Agreement. Cost for the fiduciary insurance policy shall be paid by the City or the Trust.

ARTICLE 13. INDEMNIFICATION

The Trust will indemnify, defend and hold harmless each Trustee from and against all claims and liabilities, whether they proceed to judgment or are settled, to which the Trustee may become subject, by reason of his or her being or having been a Trustee, or by reason of any action alleged to have been taken or omitted by him or her, as Trustee, and will reimburse him or her for all legal and other expenses reasonably incurred by him or her in connection with any claim or liability; provided, however, that no Trustee will be indemnified or reimbursed under the foregoing provisions in relation to any matter, unless it will have been adjudicated that his or her action or omission did not constitute bad faith, gross negligence, or willful and wanton misconduct in the conduct of his or her duties, or, unless, in the absence of such an adjudication, the Trust will have received a written opinion from the City Attorney, or in case of conflict a private outside counsel to the effect that if the matter of bad faith, gross negligence or willful and wanton misconduct in the conduct of duties had been adjudicated, it would have been adjudicated in favor of the Trustee. The rights accruing to a Trustee under these provisions will not exclude any other right to which he or she may be lawfully entitled, nor will anything contained in this Trust restrict the right of the Trust to indemnity or reimbursement granted in this Trust, or to which he or she may be otherwise entitled, except as provided by law.

Nothing in this Declaration of Trust is intended to confer the status of third-party beneficiary on any person or entity.

ARTICLE 14. NON-LIABILITY OF TRUSTEES

Except as otherwise provided by law, no Trustee shall be liable individually for any act or omission of any Trustee or agent or representative of the Trust, including but not limited to the Administrator, nor for negligence, error in judgment or any act or omission, except the Trustee's own bad faith, gross negligence, and/or willful and wanton misconduct in the conduct of his or her duties.

ARTICLE 15. RULES AND PROCEDURES

The Board of Trustees may follow rules and procedures set forth in the City's Board and Commission Members' Rules and Operations Manual, or may adopt its own written rules and procedures, subject to review and consent of the City Clerk.

APPROVED by the City Council and Mayor of the City of Flagstaff this _____ day of _____ _____, 2016

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

The undersigned hereby accept the foregoing Declaration of Trust Agreement and agree to be bound by the provisions thereof.

TRUSTEES

_____ _____

_____ _____

_____

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Eli Reisner, Project Manager - ER
Date:	08/29/2016
Meeting Date:	09/06/2016

TITLE:

Consideration and Adoption of Ordinance No. 2016-31: An ordinance amending Flagstaff City Code Title 2, Boards and Commissions, Chapter 2-12, Transportation Commission, for the purpose of adding oversight provisions regarding the progress and expenditures of the City's Road Repair and Street Safety Tax Revenues approved by voters in the election of November 2014.

RECOMMENDED ACTION:

At the September 6, 2016, Council meeting:
1) Read Ordinance No. 2016-31 by title only for the first time
2) City Clerk reads Ordinance No. 2016-31 by title only (if approved above)
At the September 20, 2016, Council meeting:
3) Read Ordinance No. 2016-31 by title only for the final time
4) City Clerk reads Ordinance No. 2016-31 by title only (if approved above)
5) Adopt Ordinance No. 2016-31

Executive Summary:

Adoption of Ordinance 2016-31 would add to the functions of the Transportation Commission. The proposed added duties are oversight of progress and expenditures for the City's Road Repair and Street Safety Tax Revenues (RR&SS) as authorized by Proposition 406 and approved by voters in the November 2014 election.

Financial Impact:

Assignment of the duties for the oversight of the RR&SS to the Transportation Commission will ensure the tax based funds will be expended in a manner consistent with community expectations, the direction from City Council and the City's adopted Capital Improvements Program.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- Develop and implement guiding principles that address public safety service levels through appropriate staff levels
- Provide a well-managed transportation system
- Improve effectiveness of notification, communication, and engagement with residents,

neighborhoods and businesses and about City services, programs, policies, projects and developments

REGIONAL PLAN:
The RR&SS supports the City's Regional Plan Transportation goals to improve infrastructure and ensure safety.

Has There Been Previous Council Decision on This:

Yes, on November 18, 2014, Council adopted the results of the General Election held on November 4, 2014. In the General Election voters approved a dedicated sales tax increase, Proposition 406, which included funding for road repairs and street safety improvements throughout the City of Flagstaff.

Options and Alternatives:

1. Adopt the Ordinance as presented.
2. Provide direction for revisions to the Ordinance and further Council consideration.
3. Take no action and effectively continue the current duties of the Transportation Commission as currently defined by code.

Background/History:

On June 1, 2010, City Council adopted Ordinance 2010-14. This ordinance repealed Resolution No. 2001-76, establishing a Citizens Transportation Advisory Committee, and Ordinance No. 2007-17, changing the membership of the Citizens Transportation Advisory Committee.

Ordinance 2010-14 amended Flagstaff City Code, Title 2 Boards and Commissions, Chapter 2-12, "Flagstaff Traffic Commission" by eliminating the Citizen Transportation Advisory Committee and by adding oversight duties to the Traffic Commission regarding the expenditures of the City's Streets/Transportation Capital Improvements Program as related to the Election of May 2000.

In November 2014, the Citizens of the City of Flagstaff approved ballot Proposition 406. Proposition 406 increased sales tax by 1/3 cent to fund the RR&SS to repair existing City streets. Upon the approval of Proposition 406, the City of Flagstaff's Capital Improvements and Public Works staff began work on the delivery of the RR&SS improvements.

Key Considerations:

Functions of the Transportation Commission include ensuring that the transportation tax revenues are managed and administered in a manner consistent with the requirements of the sales tax authorization, providing a forum for public comment and input, and annually advising the City Council of the progress and expenditures of the transportation tax revenues.

When Proposition 406 was passed by the voters in November of 2014, the City committed to having a citizen commission ensure that the special sales tax revenues collected are applied to the purposes set forth in the ballot question. This Ordinance will allow the Transportation Commission to provide this oversight.

At the April 16, 2016 Transportation Commission meeting, City staff discussed the opportunity of the Commission becoming the spending oversight body for the RR&SS. Staff continued discussions at the August 3, 2016 Commission meeting regarding the proposed ordinance, the Commission's role, and the logistics of the oversight. The Commission is very supportive of taking on this role.

Expanded Financial Considerations:

Assignment of the duties for the oversight of the RR&SS to the Transportation Commission will ensure the tax based funds will be expended in a manner consistent with community expectations, the direction from City Council and the City's adopted Capital Improvements Program.

Community Benefits and Considerations:

The Transportation Commission is able to meet on a regular basis, provides an appropriate public forum and has a similar advisory role to Council regarding traffic and transportation related issues. Staff recommends that the Transportation Commission could successfully add the responsibilities for citizen oversight of the RR&SS without adversely affecting their routine business, while providing more frequent opportunities for public input and RR&SS oversight.

Community Involvement:

Inform and Involve: Transportation Commission meetings are posted and noticed as public meetings and each agenda provides an opportunity for public participation. The status and disposition of all Council appointed Boards, Commissions and Committees, as well as specific discussions regarding the potential assignment of Transportation Commission responsibilities have been discussed by Council at their public work session meetings.

Expanded Options and Alternatives:

1. Adopt the Ordinance as presented.
2. Provide direction for revisions to the Ordinance and further Council consideration.
3. Take no action and effectively continue the current duties of the Transportation Commission as currently defined by code.

Attachments: Ord. 2016-31
Ordinance 2010-14 Amending Resolution 2001-76

ORDINANCE NO. 2016-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING FLAGSTAFF CITY CODE TITLE 2*, BOARDS AND COMMISSIONS*, CHAPTER 2-12, *TRANSPORTATION COMMISSION*, FOR THE PURPOSE OF ADDING OVERSIGHT PROVISIONS REGARDING THE PROGRESS AND EXPENDITURES OF THE CITY'S ROAD REPAIR AND STREET SAFETY TAX REVENUES APPROVED BY VOTERS IN THE ELECTION OF NOVEMBER 2014, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Road Repair and Street Safety Initiative was passed by the voters in November, 2014, at which time the City committed to establish a citizen commission to ensure that the special sales tax revenues collected are applied to the purposes set forth in the ballot question; and

WHEREAS, the City Council has determined that it would be beneficial to assign the duties and responsibilities of the citizen commission to the Transportation Commission.

ENACTMENTS:

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

SECTION 1. In General.

That Chapter 2-12, Transportation Commission, is hereby amended as follows:

CHAPTER 2-12
TRANSPORTATION COMMISSION

2-12-001-0005 FUNCTIONS OF THE COMMISSION:

The functions of the Commission shall be:

A. To formulate and recommend policies and ordinances to the City Council governing the general operations of the City streets, alleys, sidewalks and bikeways.

B. To review periodically traffic regulation actions of the Transportation Engineering Program.

C. To promote pedestrian, bicycle, transit and driver education programs in the school systems and to disseminate traffic and safety information to the public at large.

D. To annually advise the City Council of the progress and expenditures of the City's STREETS/Transportation Capital Improvements Progr~~am, as related~~ to FUNDED BY THE TRANSPORTATION TAX REVENUES APPROVED BY VOTERS IN the Election of May 2000 AND THE CITY'S ROAD REPAIR AND STREET SAFETY TAX REVENUES APPROVED BY VOTERS IN THE ELECTION OF NOVEMBER 2014. To carry out this function, the Transportation Commission shall:

1. Meet annually with the City's Capital Improvements and Financial Services Staff to review the progress of the STREETS/Transportation Capital Improvement Program's ("CIP") planning and programming efforts;

2. Ensure there is a coordinated approach for budgeting and expending transportation sales tax revenues for all transportation modes AND ROAD REPAIR AND STREET SAFETY SALES TAX REVENUES;

3. Provide input on the STREETS/Transportation CIP's prioritization scoring criteria;

4. Provide a forum for public comment and input regarding the STREETS/Transportation CIP;

5. Publish an annual STREETS/Transportation CIP Advisory Report; and

6. Present the findings of said report to the City Council during a public meeting in conjunction with the annual budget process. At a minimum, the report shall discuss the previous years' income/expenditures, construction projects and planning activities.

E. To perform other duties relating to public safety within the scope of this Commission.

SECTION 2. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of September, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Item No._____

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stu Seubert, Capital Improvements, 226-4845
Community Development Division

Date: April 25, 2010

Meeting Date: June 1, 2010

TITLE: Consideration of Ordinance 2010-14: An Ordinance Repealing Resolution No. 2001-76, Establishing a Citizens Advisory Committee, and Ordinance No. 2007-17, Changing the Membership of the Citizens Advisory Committee; and Amending Flagstaff City Code, Title 2, Boards and Commissions, Chapter 2-12, "Flagstaff Traffic Commission" and Adding Oversight Provisions Regarding the Progress and Expenditures of the City's Transportation Capital Improvement Program as Related to the Election of May 2000..

RECOMMENDED ACTION: Read Ordinance 2010-14 for the first time by title only
Read Ordinance 2010-14 for the final time by title only
Adopt Ordinance 2010-14

ACTION SUMMARY:

Adoption of Ordinance 2010-14 would repeal Resolution No. 2001-76 and Ordinance No. 2007-17, which established the Citizens Transportation Advisory Committee and amended it by changing its membership. Ordinance No. 2010-14 would also amend Title 2, Boards and Commissions, by assigning the oversight responsibilities of the Citizens Transportation Advisory Committee to the Traffic Commission and would re-name the commission as the Transportation Commission.

DISCUSSION:

Background/History:

Following the approval of the local sales tax designated for a variety of transportation system improvements, the Citizen's Transportation Advisory Committee was established to provide oversight and a public forum for the administration of the Transportation Program. Resolution 2001-76 established the Committee and provides for its continuation until the year following the final expenditures of the taxes approved in May 2000. The transportation

sales tax was originally approved for a period of twenty years and will expire in 2020 unless re-authorized by the electorate.

The City Council has more recently reviewed the status and purpose of all Council appointed Boards, Commissions and Committees to determine whether any efficiencies could be realized by identifying any redundant functions and/or opportunities to assign similar or related functions currently provided by multiple appointed groups to a single Board, Commission or Committee.

Key Considerations:

The function of the Citizens Transportation Advisory Committee is to ensure that the Transportation Program is managed and administered in a manner consistent with the requirements of the sales tax authorization, to provide a forum for public comment and input and to annually advise the City Council of the progress and expenditures of the City's Transportation Program. The Committee typically meets only two or three times each year but has on occasion been unable to meet because of a lack of applicants for vacant positions on the Committee.

Community Benefits and Considerations:

The Traffic Commission is able to meet on a regular basis, provides an appropriate public forum and has a similar advisory role to Council regarding traffic and transportation related issues. Staff recommends that the Traffic Commission could successfully assume the responsibilities of the Citizens Transportation Advisory Committee without adversely affecting the routine business of the Commission while providing more frequent opportunities for public input and Transportation Program oversight.

Community Involvement:

Citizens Transportation Advisory Committee meetings and Traffic Commission meetings are posted and noticed as public meetings and each agenda provides an opportunity for public participation. The status and disposition of all Council appointed Boards, Commissions and Committees, as well as specific discussions regarding the potential assignment of Citizens Transportation Advisory Committee responsibilities to the Traffic Commission have been discussed by Council at their public Work Session meetings.

Financial Implications:

Assignment of the Committee's responsibilities to the Traffic Commission would allow the discontinuation of the Citizens Transportation Advisory Committee, reduce the number of Council appointments and would represent a savings in staff resource required for the support and maintenance of the Committee and its membership.

Options and Alternatives:

1. Adopt the Ordinance as presented.
2. Provide direction for revisions to the Ordinance and further Council consideration.
3. Take no action and effectively continue the Citizens Transportation Advisory Committee as originally authorized.

Attachments/Exhibits:

1. Ordinance 2010-14
2. Ordinance 2007-17 Amending Resolution 2001-76
3. Resolution 2001-76

Mark O Jordan

Department Head ***(Acknowledgment that all reviews have been completed and required approvals initialed below.)***

INITIALS	RESPONSIBILITY	DATE	INITIALS	RESPONSIBILITY	DATE
	BIDS/PURCHASES			FINANCE/BUDGET	
	GRANTS			CONTRACTS	
DW	LEGAL	5/17/10		IGAS	
			RAB	City Engineer	5/18/10

DATE OF COUNCIL APPROVAL: _____

ORDINANCE NO. 2010-14

AN ORDINANCE REPEALING RESOLUTION NO. 2001-76, ESTABLISHING A CITIZENS TRANSPORTATION ADVISORY COMMITTEE, AND ORDINANCE NO. 2007-17, CHANGING THE MEMBERSHIP OF THE CITIZENS TRANSPORTATION ADVISORY COMMITTEE; AND AMENDING FLAGSTAFF CITY CODE, TITLE 2, BOARDS AND COMMISSIONS, CHAPTER 2-12, "FLAGSTAFF TRAFFIC COMMISSION" BY AMENDING ITS NAME TO "TRANSPORTATION COMMISSION" AND ADDING OVERSIGHT PROVISIONS REGARDING THE PROGRESS AND EXPENDITURES OF THE CITY'S TRANSPORTATION CAPITAL IMPROVEMENTS PROGRAM AS RELATED TO THE ELECTION OF MAY 2000.

WHEREAS, Resolution No. 2001-76 established the Citizens Transportation Advisory Committee, which provides oversight and annually advises the City Council concerning the progress and expenditures of the City's Transportation Capital Improvements Program as related to the Election of May, 2000; and

WHEREAS, Ordinance No. 2007-17 amended Resolution No. 2001-76 for the purpose of changing the membership of the Citizens Transportation Advisory Committee; and

WHEREAS, the City Council has reviewed the status and purpose of all Council appointed boards, commissions and committees to determine whether any efficiencies could be realized by identifying redundant functions and/or opportunities to assign similar or related functions currently provided by multiple appointed groups to a single board, commission or committee; and

WHEREAS, the City Council has determined that it would be beneficial to decommission the Citizens Transportation Advisory Committee and transfer its duties and responsibilities to the Traffic Commission (hereinbelow renamed to "Transportation Commissions");

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

SECTION 1: That Resolution No. 2001-76 establishing the Citizens Transportation Advisory Committee, and Ordinance No. 2007-17 amending Resolution No. 2001-76 are hereby repealed.

SECTION 2: That Title 2, Flagstaff City Code, Chapter 2-12, "Flagstaff Traffic Commission" is hereby amended as follows:

CHAPTER 2-12
TRANSPORTATION COMMISSION

SECTIONS:

2-12-001-0001	CITY POLICY:
2-12-001-0002	CREATION OF THE FLAGSTAFF TRAFFIC COMMISSION:
2-12-001-0003	TERMS OF OFFICE:
2-12-001-0004	MEETINGS:
2-12-001-0005	FUNCTIONS OF THE COMMISSION:
2-12-001-0006	OTHER POWERS:
2-12-001-0007	APPEAL PROCEDURE:

SECTION 2-12-001-0002 CREATION OF THE TRANSPORTATION COMMISSION

A. There is hereby created a commission to be known as the Transportation Commission. The Commission shall consist of seven (7) voting members and three (3) non-voting members.

1. Voting members:

   a. The Superintendent of the Flagstaff Unified School District or his/her designated representative.

   b. Six (6) citizen members appointed by the City Council.

2. Ex-officio, non-voting members:

   a. One City of Flagstaff police officer appointed by the Chief of Police.

   b. The Traffic Engineer.

In addition, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Commission.

B. Officers of the Commission shall be elected by the voting members of the Commission from the citizen membership.

(Ord. No. 2007-21, Amended 02/06/2007; Ord. 2010-14, Amended _____)

SECTION 2-12-001-0003 TERMS OF OFFICE:

Citizen members of the Commission shall serve staggered three (3) year terms.

A member's term of office shall commence with the first regular Commission meeting following his appointment and terminate with the regular Commission meeting at which his successor takes office.

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

(Ord. No. 1942, Amended, 05/06/97); Ord. 2010-14, Amended _____)

SECTION 2-12-001-0004 MEETINGS

The Commission shall meet at least once each month at a regularly scheduled time and place to be designated by the Commission, and shall hold such special meetings as the membership shall decide and at such times and places as the Commission shall specify.
Meetings shall be conducted in accordance with the Board and Commission Members' Handbook adopted by resolution of the Flagstaff City council, and in compliance with all other local, state, and federal laws.

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

Ord. 2010-14, Amended _____)

SECTION 2-12-001-0005 FUNCTIONS OF THE COMMISSION:

The functions of the Commission shall be:

A. To adopt traffic regulations or deny requests for changes in traffic regulations as follows:

   1. To investigate and make determinations on traffic regulation items forwarded to it by the Transportation Engineering Program.

   2. To hear the appeals of traffic regulation decisions of the Transportation Engineering Program as set forth in 9-01-001-0007 C. of the City Code

   3. To forward to the City Council those traffic regulation items which it deems to be of sufficient interest to the general public as to require decision by the Council.

B. To formulate and recommend policies and ordinances to the City Council governing the general operations of the City streets, alleys, sidewalks and bikeways.

C. To review periodically traffic regulation actions of the Transportation Engineering Program.

D. To promote pedestrian, bicycle, transit and driver education programs in the school systems and to disseminate traffic and safety information to the public at large.

E. To annually advise the City Council of the progress and expenditures of the City's Transportation Capital Improvements Program as related to the Election of May 2000. To carry out this function, the Transportation Commission shall:

1. Meet biannually with the City's Capital Improvements and Financial Services Staff to review the progress of the Transportation Capital Improvement Program's ("CIP") planning and programming efforts;

2. Ensure there is a coordinated approach for budgeting and expending transportation sales tax revenues for all transportation modes;

3. Provide input on the Transportation CIP's prioritization scoring criteria;

4. Provide a forum for public comment and input regarding the Transportation CIP;

5. Publish an annual Transportation CIP Advisory Report; and

6. Present the findings of said report to the City Council during a public meeting in conjunction with the annual budget process. At a minimum, the report shall discuss the previous years' income/expenditures, construction projects and planning activities.

F. To perform other duties relating to public safety within the scope of this Commission.

(Ord. No. 2007-21, Amended 02/06/2007; Ord. No. 2010-14, Amended _____)

SECTION 2-12-001-0006 OTHER POWERS:

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

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

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

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

C. The Transportation Commission shall define the operating procedures of the advisory committees, assuring compliance with the Arizona Open Meeting Law, and the City's Board and Commission Members' Handbook, including, but not limited to:

1. The advisory committees shall report on their activities to the Transportation Commission at each commission meeting.

2. The advisory committees shall investigate, consider, and make recommendations to the Transportation Commission on items assigned to them by the Commission regarding their respective areas of interest.

3. The advisory committees shall bring to the Transportation Commission items of a planning, design, or regulatory nature that come to their attention regarding the City's pedestrian and bikeway systems.

(Ord. No. 2007-21, Amended 03/06/2007); (Ord. No. 2007-21, Amended 02/06/2007); (Ordinance No. 2010-14, (_____)

SECTION 2-12-001-0007 APPEAL PROCEDURE:

Traffic regulation decisions of the Transportation Commission, as set forth in Section 2-12-001-0006 A., may be appealed by any aggrieved party to the City Council by presentation of a request for such an appeal in writing to the Traffic Engineering Section within ten (10) working days of the date of the Commission's action. The appeal shall be placed on the currently open agenda for the next regularly scheduled Council Meeting. The Council may hear arguments and shall make the final decision on the matter. (Ord. 1349, 2-19-85); (Ord. No. 2007-21, Amended 02/06/2007); Ordinance No. 2010-14, Amended, (_____)

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2010.

_____
MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

RESOLUTION NO. 2001-76

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ESTABLISHING A CITIZENS TRANSPORTATION ADVISORY COMMITTEE.

WHEREAS, the citizens of the City of Flagstaff, in May 2000, voted to approve a 20-year taxing and bonding authority for transportation system improvements; and

WHEREAS, the Citizens and City Council desire accountability ensuring the approved transportation system funding is used to construct and purchase transportation system improvements as pledged throughout the election process; and

WHEREAS, an independent Citizen advisory role will ensure that expenditure of these funds is keeping within the requirements and spirit of the transportation system election;

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

SECTION 1. ESTABLISHMENT OF COMMITTEE. There is hereby established a Citizen Transportation Advisory Committee to consist of seven members, as follows:

One Council Member
One Planning and Zoning Commissioner
One Traffic Commissioner
One Audit Committee Member
Three Citizens-at-Large

SECTION 2. COMMITTEE PURPOSE. The purpose of the Committee is to annually advise the City Council of the progress and expenditures of the City's Transportation Capital Improvement Program as related to the Election of May 2000.

SECTION 3. COMMITTEE FUNCTIONS. The Committee shall:

1. Meet biannually with the City's Capital Improvements and Financial Services Staff to review the progress of the Transportation Capital Improvement Program's planning and programming efforts;

2. Ensure there is a coordinated approach for budgeting and expending transportation sales tax revenues for all transportation modes;
3. Provide input on the Transportation CIP prioritization scoring criteria;
4. Provide a forum for public comment and input regarding the Transportation Capital Improvement Program;
5. Publish an annual Transportation Capital Improvement Program Advisory Report; and
6. Present the findings of said report to the City Council during a public meeting in conjunction with the annual budget process. At a minimum, the report shall discuss the previous years' income/expenditures, construction projects and planning activities.

SECTION 4: TERM OF OFFICE.

1. The Member-at-large terms shall not exceed a period of three years. Terms will be staggered to ensure the Committee has experienced members. To start the staggering, the Members-at-large shall be appointed by the City Council to one, two and three year terms, respectively. Each Member-at-large may serve a maximum of two full terms.
2. The City Council member, the Planning Commissioner, the Traffic Commissioner and the Audit Committee member shall each serve 1-year terms and shall be appointed by the members of their respective bodies.
3. Term appointments shall always begin in January of the calendar year. The committee shall, by majority vote, elect a Chair and Vice-Chair. The term of the Chair shall be one-year with eligibility for re-election for one-year.

SECTION 5. MEETINGS AND COMPENSATION.

The Committee shall follow the provisions of the Arizona Open Meeting Act, including provisions for public notice and allowing the agendas, minutes, and meetings to be open to the public.

1. The Committee shall hold at least one meeting every six months.
2. A quorum consisting of at least four (4) members shall be required to conduct business.
3. Members of the CTAC shall serve without compensation.

SECTION 6. SUNSET. The Committee shall cease to exist upon presentation of its annual report to the City Council in the year following the final expenditures of the taxes approved in the May 2000 election.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff this 16th day of October, 2001.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 2007-17

AN ORDINANCE AMENDING RESOLUTION NO. 2001-76 OF THE CITY OF FLAGSTAFF FOR THE PURPOSE OF CHANGING THE MEMBERSHIP OF THE CITIZENS TRANSPORTATION ADVISORY COMMITTEE.

WHEREAS, the City Council of the City of Flagstaff recognizes the significant and important role citizens play in advising the City Council on policy issues through the City's Boards and Commissions; and

WHEREAS, the City Council desires to clarify and standardize the role of City Councilmembers on City Boards and Commissions; and

WHEREAS, the City Council has determined that the appropriate role of City Councilmembers is to act as a liaison and resource for the citizen members of the City's Boards and Commissions;

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

SECTION 1. That Resolution No. 2001-76, Section 1, Establishment of Committee, and Section 5, Meetings and Compensation, are amended as follows:

SECTION 1. ESTABLISHMENT OF COMMITTEE.

There is hereby established a Citizen Transportation Advisory Committee to consist of seven members, as follows:
One non-voting, ex-officio Council Member
One Planning and Zoning Commissioner
One Traffic Commissioner
One Audit Committee Member
Four~~Three~~ Citizens-at-Large

SECTION 5. MEETINGS AND COMPENSATION.

The Committee shall follow the provisions of the Arizona Open Meeting Act, including provisions for public notice and allowing the agendas, minutes, and meetings to be open to the public.

1. The Committee shall hold at least one meeting every six months.

2. A quorum consisting of at least four (4) voting members shall be required to conduct business.

3. Members of the Citizens Transportation Advisory Committee without compensation.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 6th day of February, 2007.

Joseph C. Donaldson
MAYOR

ATTEST:

Margie Brown
CITY CLERK

APPROVED AS TO FORM:

Patricia J. Boomsma
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Matthew Morales, Project Manager
Date:	08/29/2016
Meeting Date:	09/06/2016

TITLE:

Consideration and Approval of Contract: Landfill Infrastructure Planning.

RECOMMENDED ACTION:

Approve a Contract with Plateau Engineering, Inc. (Plateau) to provide professional consulting services for an amount not to exceed $138,191.00.

Executive Summary:

The Environmental Protection Agency (EPA) recently set required guidelines to reduce the thresholds for landfill gas emissions. 40 C.F.R. Part 60 (July 15, 2016) (*Emission Guidelines and Compliance Times for Municipal Solid Waste Landfills*) (Final version not yet published, but available online). The new guidelines will require that by 2021, the Cinder Lake Landfill (CLL) collect and burn increased gas emissions. In order to comply, the CLL will be required to add three phase electrical infrastructure that generates the necessary power for future gas blowers. By entering into this Contract, Plateau will provide professional services in evaluating and planning the necessary electrical infrastructure, and create a Design Report.

In addition to evaluating and planning for the electrical infrastructure, City staff recommend that Plateau analyze the existing conditions and interrelationships between other pieces of infrastructure at the CLL. These additional items include: Telecom, Roadway, Water and Drainage infrastructure. The professional services offered by Plateau of evaluating and planning for this existing infrastructure is necessary for the future development of the CLL.

Financial Impact:

In order to meet future infrastructure needs, City staff anticipates capital costs will be associated with requirements of the July 15, 2016 EPA guidelines. The new required guidelines state that an increased on-site landfill gas collection system be operational by December, 2021.

The Design Report for the CLL electrical infrastructure will provide an evaluation of the current electrical infrastructure and a plan to install the three phase electrical infrastructure to power the future gas blowers. It is fiscally responsible during this process to also have Plateau evaluate and create a plan for managing existing and related infrastructure at the CLL.

Budget appropriation for the development of design reports and preliminary plan documents with an accompanying Design Report is available in account 211-06-165-0631-0-4433.

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
7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans
11) Ensure that we are as prepared as possible for extreme weather events

Has There Been Previous Council Decision on This:

No previous Council decisions have been made on this item.

Options and Alternatives:

Option 1-Approve the contract with Plateau
This option would authorize the creation of a Design Report with an evaluation and plan for the electrical infrastructure necessary to ensure that CLL complies with the July 15, 2016 EPA guidelines. There also would be a Design Report with an evaluation and plan for existing and related Telecom, Roadway, Water, and Drainage infrastructure.

Option 2-Direct City staff to research the necessary improvements to the CLL electrical infrastructure to comply with the July 15, 2016 EPA guidelines. City staff anticipates that to complete this task, the City would still need the following infrastructure services:

- Project administration
- Survey right of way
- Geotechnical investigation
- Drainage improvements

Option 3-Reject the contract

Background/History:

The City of Flagstaff Public Works Department, Solid Waste Section has managed CLL since 1965. The 343 acre facility was permitted as a Subtitle D landfill by the Arizona Department of Environmental Quality (ADEQ) in 1999. During that time the land was purchased from the Forest Service, and the existing access road (Landfill Road) is under the guidance of a Special Use Permit. The permit requires that CLL maintain a record of operations and development, otherwise known as the Facility Plan, at all times. The Facility Plan provides details for the final design of landfill cells. However the facility plan is conceptual in nature, and can be amended with approval from ADEQ.

CLL receives approximately 300 tons of solid waste per day. City residents can bring their bulky trash and other waste (metal, green waste, refrigerators, and hazardous products) for free. Coconino County residents (those living outside the City limits) are also allowed to dispose of their solid waste for a fee. CLL also maintains a recycle drop off center for residents of Coconino County.

Landfill gas thresholds are likely to be triggered in 2018. This will require a landfill gas collection and control system to be in operation by December, 2021. The current electrical service will not provide adequate power for future gas blowers.

Selection Process: The City's Purchasing Section issued a Request for Statement of Qualifications (RSOQ) solicitation to select a consultant team. On March 8, 2016, four Statements of Qualifications (SOQ's) were received. Procurement staff conducted an initial review of all four SOQ's to determine responsiveness to the requirements presented in the RSOQ. All four responses were deemed responsive and were distributed to the evaluation committee. The evaluation committee consisted of five people; four City Staff, two of which are registered engineers and one licensed general contractor. Specific evaluation criteria was provided within the RSOQ and was used by the committee during the selection process.

After scoring of all submittals, the evaluation committee met to discuss the evaluation results. Based on the evaluated SOQ scores, it was recommended that the top three firms (shortlist) be invited for an in-person interview/presentation phase. On April 22, 2016 the interview/presentation phase took place. Based on scoring of the identified criteria, the evaluation team came to a consensus. The scoring results were inclusive of the scores from their SOQ's. The total scores/ranking are attached herein.

Immediately following the selection, the most qualified firm (Plateau Engineering, Inc.) was asked to provide a scope of work and fee proposal. After review and discussions between the City and Plateau Engineering, a fee of $113,191.00 with a contingency amount of $25,000 were agreed upon.

Key Considerations:

CLL currently lacks the on-site infrastructure necessary for landfill gas collection and control. Electric upgrades would need to be extended from off-site to an on-site location. When the electric utility is extended to the site, it will be an optimal time to consider redesigning Landfill Road from Highway 89 to Cinder Lake Landfill.

The project deliverables include a design report and preliminary plan sets for each element (power, telecom, road, and water). The report shall include the following:

- Executive Summary
- Analysis of existing conditions and interrelationships with various elements of infrastructure (power, telecommunications, water, roadway, and drainage)
- Survey of existing right-of-way an topography through the Landfill Road corridor
- Administration of permit requirements will be handled in-house by the City Real Estate Manager
- Conduct geotechnical exploration (drilling and sampling to be conducted thru the On-Call Services Contract administered by the City of Flagstaff)
- Review existing traffic studies
- Address right of way and permit requirements for installing future infrastructure
- List criteria, analysis, reference and exceptions to specifications
- Provide recommendations
- Design power an telecommunication infrastructure (preliminary)
- Design water infrastructure (preliminary)
- Design roadway infrastructure (preliminary)
- Projected construction cost estimates for each design element

The project will help answer the following questions:

- How does the EPA mandate affect the implementation schedule and costs for electric upgrades

within the existing five year plan?
- What other infrastructure considerations should be assessed in this project (telecom, road, and water)?
- What are the costs and benefits to bundling design and construction of utilities now?

Expanded Financial Considerations:

The project is currently budgeted for $200,000 in fiscal year 2017. The contract amount is for $138,191, which includes a contingency amount of $25K within their proposal. This contract is on a not-to-exceed basis.

Community Benefits and Considerations:

- The extension of 3-phase power to CLL would result in improved environmental controls and keep the facility in compliance in the future.
- An improved road surface would help alleviate issues with the existing curves along Landfill Road. A potential re-design of the roadway would allow for safer curves and less potential for accidents.
- Extending water to CLL would allow us to have a means for fire suppression and dust abatement.

Community Involvement:

Inform
Consult
Involve
Collaborate

Expanded Options and Alternatives:

Attachments: Landfill Infrastructure power point
Contract
Summary Matrix

Consideration and Approval of Contract with Plateau Engineering, Inc. for Landfill Infrastructure Planning

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Overview Infrastructure Planning

- Drivers
  - Council Goal-Infrastructure
  - Future federal and state regulatory requirements for landfill gas collection and control
    - Staff Identified potential Infrastructure improvements
    - 3-Phase Power
  - Other considerations for future landfill operational needs
- Budget
  - $200,000 budgeted for FY 17 (originally budgeted in FY-16)
  - Contract Award Amount is $138,191 (not to exceed basis) including contingency

Scope of Work

- Project Administration and Coordination
- Right of Way Survey
- Electrical & Telecommunications Design
- Water
- Roadway & Drainage
- Contingency
- *Total Cost*
  - *$138,191 (not to exceed basis)*

Project Deliverables

- Design report
- Right of way survey
- Design plans for power, telecom, road, & water
- Consultant shall prepare a final draft of the design concept report and plan sets by January, 2017

Project Benefits

- Ensures compliance with EPA regulations
- Assess the condition of existing infrastructure
- Plan for future infrastructure

Thank you

Questions?

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

S A M P L E

CONTRACT FOR PROFESSIONAL ARCHITECT/ENGINEERING SERVICES
Contract No.: 2016-43

Critical Infrastructure Redevelopment Plan Cinder Lake Landfill Phase I

This Contract is entered into by and between the City of Flagstaff, a political subdivision of the state of Arizona ("City") and _____, an Arizona _____ ("Contractor"),this ____, day of _____, 2016.

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide professional architect/engineering services for a public works project;

NOW, THEREFORE, in consideration for the mutual promises contained herein the City and Contractor ("the parties") agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide professional services generally described as:

Critical Infrastructure Redevelopment Plan Phase I

as more specifically described in the Request for Statement of Qualifications ("RSOQ") and proposal attached hereto as *Exhibit A.*

2. Schedule of Services: Contractor shall perform all work per the schedule set forth in Exhibit A.

3. Standard Terms and Conditions (T34): The City's Standard Terms and Conditions for A/E Services - Public Works Projects (T34), attached hereto as *Exhibit B* are incorporated by reference and apply to performance of this Contract, except to the extent modified by Exhibit A.

4. Key Personnel/Subcontractors: Contractor's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors. All subcontracts shall be required to state that subcontractor's performance shall be consistent with requirements of this Contract.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Eileen Brown, CPP., Senior Procurement Specialist or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

6. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to

Proceed, and shall be completed on or before_____, 20___ consistent with the Schedule of Services.

8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions (T34) attached hereto.

PAYMENT

9. Compensation: Contractor shall be paid for satisfactory performance of the work, in accordance with the compensation schedule attached hereto as part of Exhibit A. The Contract amount shall not exceed $_____, unless approved by written change order.

INSURANCE

10. Insurance: Contractor shall meet insurance requirements of City, set forth in *Exhibit C.*

NOTICE

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

To the City's Authorized Representative

Eileen Brown CPP.
Senior Procurement Specialist
Contract No. 2016-43
Critical Infrastructure Redevelopment Plan
Phase I
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001

To Contractor:

Plateau Engineering, Inc.
323 N. San Francisco St., Ste. 201
Flagstaff, AZ 86001

MISCELLANEOUS:

12. Cooperative Use: This Contract resulting from the RSOQ may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Agreement may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Contract who wish to cooperatively use the contract are subject to the approval of Contractor.

    The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632. The IGAs permit purchases of material, equipment and services from contractors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the contract, as awarded.

13. Successors and Assigns. No right or interest in the Agreement shall be assigned by Contractor without prior written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the City.

14. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Attachments:

Exhibit A: Scope of Work, RSOQ, Pricing, Schedule, Key Personnel, Subcontractors
Exhibit B: Standard Terms and Conditions (T34)
Exhibit C: Insurance for A/E Professional Services requirements

S A M P L E

EXHIBIT A
SCOPE OF WORK, PRICING, SCHEDULE

Cinder Lake Landfill
Critical Infrastructure Development Plan.

Scope of Services
Plateau Engineering, Inc.

Project:

This project consists of development of 30% plan documents with an accompanying Design Report (DR) to address proposed improvements to electric power and communications, water supply, and Landfill Road improvements to serve the City of Flagstaff's Cinder Lake Landfill.

It is our understanding that provision of three-phase power is critical to future landfill operations, as it will be needed to address regulatory requirements for collection and control of landfill gasses. Another key component of this project is to evaluate costs applicable to future landfill mining. It is our understanding that mining will be necessary in the future – under any scenario - in order to obtain airspace for continuing operations. An option exists to subsidize necessary landfill mining by excavating, crushing and selling construction aggregate. The mining and aggregate operation is envisioned to be performed by a commercial operator under contract with the City. It should be noted that roadway and infrastructure requirements may differ based upon whether or not the City elects to proceed with commercial aggregate sales.

The scope set forth below has been developed after considerable review and discussion with the City of Flagstaff. In some respects it differs materially from the tentative scope outlined in the City of Flagstaff's "Request for Statement of Qualifications: *Critical Infrastructure Redevelopment Plan – Cinder Lake Landfill Phase 1"* dated February 2016.

Plateau will be assisted by a number of qualified subconsultants as outlined in the firm's RSOQ response, and as denoted below. Plateau will provide one Design Report with three principal subsections encompassing those three elements set forth above.

Parties:

Client:

City of Flagstaff, Arizona (the City)
211 West Aspen Avenue
Flagstaff, AZ 86001
Contact:
Mat Morales, Senior Project Manager
(928) 213-2123
mmorales@flagstaffaz.gov

Consultant:

Plateau Engineering, Inc.
323 North San Francisco Street # 201
Flagstaff, AZ 86001
Contact:
James Hall, Principal Engineer
(928) 556-0311
jdhall@plateng.com

The following firms, together with Plateau Engineering, will comprise the Consultant Team. These firms will act as subconsultants to the Consultant, and will be responsible for the project components noted:

Electric Power and Telecommunications – DCR Section

Taylor RyMar Corporation
323 N Leroux Street, Suite 201
Flagstaff AZ 86001
Contact:
Joel De Haven, P.E.
(928) 255-0410
jdehaven@tr-corp.com

Water Development – DCR Section

Turner Engineering, Inc. (TEI)
528 West Aspen Avenue
Flagstaff, Arizona 86001
Contact:
Paul Turner, P.E., CFM
928 779-1814
pturner@teiaz.com

Landfill Road – DCR Section

SWI
110 West Dale Ave.
Flagstaff AZ 86001
Contact:
Guillermo Cortes. P.E.
(928) 773-0354
gcortes@swiaz.com

Environmental and Right of Way – Support for All Sections - ADDITIVE ALTERNATE

Tierra Right of Way Services
2001 W Camelback Road, Suite 285
Phoenix, AZ 85015
Contact:
Corey Long
(602) 682-0000
clong@tierra-row.com

As prime consultant, Plateau Engineering shall provide management, coordination and task support across all project and subconsultant tasks. This Scope does not create a contractual obligation between the City and the above subconsultants. Plateau Engineering retains responsibility for all subconsultant scope items, and reserves the right to allocate subconsultant tasks as appropriate, and, if necessary, either self-perform or replace one subconsultant with a similar subconsultant not listed. Any such replacement shall be subject to the review and concurrence of the City.

Scope of Work:

The City of Flagstaff has provided certain design direction and assumptions in the document: *Flagstaff Landfill Critical Infrastructure Rev A SOW.docx* dated June 6, 2016. Unless noted otherwise, this Scope of Services is based upon the provided assumptions.

The Consultant team will perform the following services:

Project Start-Up:
The consultant team will attend and conduct a project kickoff meeting. For this meeting, will invite interested project stakeholders, including representatives from: ADOT, Coconino County, Doney Park

Water, Arizona Public Service, Kinder Morgan (El Paso Gas), Johnson Ranch, and the U.S. Forest Service. We will also invite City stakeholders, including representatives from Streets, Traffic, Real Estate and Utilities. It is anticipated that the City will provide the venue at City Hall.

Existing Facilities and Data:

It is anticipated that improvements will be concentrated along the 2.1 mile Landfill Road corridor from US 89 to the landfill entrance. Based upon permit information, right of way appears to be 60 feet in width, which may be wider than the currently fenced area. Existing embankment slopes appear to encroach beyond the fenced limits in several locations, and there are little or no drainage facilities. Landfill Road is situated on Forest Service land, and the Special Use Permit to the City for the roadway appears to be issued in perpetuity. It would appear that current operations within the right of way are permitted. It is our understanding that Coconino County currently provides roadway maintenance under an agreement with the City.

The project team will obtain existing available records from the City, County, ADOT and utility agencies. These may include as built drawings of roadways, pipelines and other utilities. The City real estate program will obtain existing available records from the Forest Service.

The Consultant Team will furnish and produce an initial Design Report and 30% plans consisting of the following components:

Landfill Road Improvements:

Geotechnical: It is understood that the City will furnish an appropriate geotechnical report by Speedie and Associates as a part of an existing on-call agreement which the City has with Speedie. The City will be responsible for Speedie's procurement and project direction.

The report will address potential improvements to Landfill Road. It is assumed that Landfill Road will require total reconstruction, due to the current poor condition as well as the proposed installation of underground utilities. The report will consider a build-out scenario, with an initial pavement section prior to mining and aggregate sales, and an upgraded overlay section after possible aggregate operations commence. The geotechnical report shall be included as a part of the DR.

Survey: SWI will perform a right of way survey for Landfill Road based upon the City Special Use Permit documents as well as field measurements. SWI will establish photo control for aerial topography and will engage the services of Cooper Aerial Survey to provide aerial mapping of the roadway corridor as well as adjacent areas. Cooper will provide 1"=40' nominal, 1' contour interval topographic mapping of the roadway corridor. Cooper will provide 2D and 3D AutoCAD files of contours and planimetrics, plus a 3D AutoCAD file and ASCII files of the Digital Terrain Model. Cooper will also provide a digital ortho-rectified image file in SID format. All work will conform to National Map Accuracy Standards.

Traffic: SWI will meet with ADOT's North Central Region traffic engineer, City of Flagstaff traffic engineer and Coconino County to discuss the project and scope a Traffic Study. This study will make

recommendations regarding required alignment and cross-sections for the roadway and for the Highway 89 intersection; with intersection geometry for initial improvements, and potential aggregate mining at a later date. For the purpose of this scope of services, it is assumed that traffic counts conducted by SWI in 2015 for another project are valid and acceptable, and that a full Traffic Impact Analysis is not required. SWI will discuss the results of the Traffic Study with the City, County and ADOT, with the intent of achieving buy-in from all parties.

Roadway Improvements: SWI will prepare preliminary designs, and cost estimates for roadway improvements extending from Highway 89A to the landfill entry. Emergency access will be provided to the adjoining Johnson Ranch development. It is anticipated that the concepts to be examined will include:

- Full roadway reconstruction to accommodate landfill operations only, without aggregate sales.
- Full roadway reconstruction to accommodate landfill operations, and future aggregate sales.

It is assumed that the roadway cross sections for both options above will be identical, and that the difference between aggregate/non aggregate mining designs will be the thickness of the asphalt structural section – with non-mining structural section receiving a thickness overlay in the future to accommodate increased traffic.

In support of the concept designs, a preliminary drainage analysis for Landfill Road will be conducted. It is anticipated that there are 10 to 12 drainage crossings to be examined. The analysis will establish preliminary culvert locations, elevations and sizing. This scope does not include preparation of a Drainage Report.

This scope assumes that the Consultant team will discuss the results of the concept analysis and preliminary costs with landfill staff, and that this discussion will result in a Preferred Alternative. Preliminary plans at a 30% level of the Preferred Alternative will be prepared for inclusion within the Design Report. The DR will include narrative addressing all concepts together with preliminary estimated costs of each concept. The DCR will also address any potential right of way requirements, as well as "triggers" for Landfill Road and intersection improvements.

Water Delivery Improvements:

Turner Engineering (TEI) will prepare preliminary design, 30% plans and cost estimates for water system improvements, using existing and forecast water demands and durations furnished by Landfill staff. Design demands and demand durations need to be as accurate as possible in order to ensure an appropriate and cost-effective design. Dust abatement currently required for future operations requires approximately 10,000 gallons of water per day. Future operations will require additional water for dust control as well as for the landfill mining required for headspace. The water analysis will be based upon a future development scenario approved by the City.

This scope assumes that water in sufficient volume is available at a dedicated tap to Doney Park Water at Johnson Ranch. A water main will extend from the tap location to the Cinder Lane Landfill. A storage

tank and pumping facilities will likely be required at the landfill. Additional pumping may be required at the point of connection, and/or at intermediate locations.

TEI will confer with Doney Park Water (DPW) in order to determine available pressure and flow at the specified connection location. It is assumed that all facilities beyond the point of connection to the Landfill proper will be operated and maintained by DPW. TEI will confer with DPW regarding to any comments, concerns and specific design requirements that they may have. TEI will also confer with Summit Fire District regarding fire protection requirements.

TEI will develop an initial WaterCad model based upon supplied information to determine pumping and storage needs. TEI will develop a preliminary alignment for water main improvements. TEI will also determine preliminary locations for pumps, control valves and storage. Storage requirements will be based upon City provided demands coupled with available water supply obtainable from DPW.

30% plans and exhibits will be prepared, superimposed upon the preliminary roadway design. A preliminary cost estimate and project narrative of the proposed system, together with supporting calculations, will be prepared for the planned improvements.

Electric Power and Telecommunications:

Taylor RyMar Corporation will develop a preliminary plan and design concept report addressing improvements to electrical and communications systems. Work will be coordinated with stake holders, including the City and associated utility companies, to provide power and communications infrastructure as required for the landfill. Landfill gas collection and control requires 3-phase power. Work shall be based upon power demand requirements furnished by the City. It is assumed that power and communications will be located within the Landfill Road corridor.

Taylor RyMar will:

- Gain an understanding of the City's project goals, budgets and design standards. Review project scope and attend kick off meeting.
- Coordinate with APS for available infrastructure interconnection point(s) for extension of three-phase utility power to the landfill site.
- Coordinate with Century Link and Suddenlink for available infrastructure interconnection point(s) for extension of fiber communications service to the landfill site.
- Coordinate with ADOT, if required, for power and communications crossings of Highway 89.
- Review possible upgrades required for the proposed Johnson Ranch addition if utilities are to be extended from that development. The extension of power to the landfill may require higher voltage than currently available in order to combat line losses.
- Prepare 30% plans showing schematic proposed routing(s) for power and communications infrastructure in AutoCAD format.
- Prepare design narrative and associated engineering opinion of probable construction costs.

Environmental and Right of Way:

Landfill representatives have expressed a strong desire to avoid any requirement for obtaining additional right of way from the Forest Service. The Consultant team will endeavor to meet this request. However there may be unavoidable requirements for additional right of way. These requirements could potentially arise from a need for temporary construction easements, additional roadway cross section, drainage issues, utility requirements, or other items that become apparent as a as a result of this Design Concept Report. It is critical that any issues regarding a need to acquire right of way be identified and addressed as early as possible so as not to impact the project at a future date.

The process for obtaining right of way and permitting from the Forest Service will be subject to environmental review as a part of the permitting process. If requested – as an ADDITIVE ALTERNATE - Tierra Right of Way will address the permitting process, discuss documentation requirements and determine approximate review timeframes. This information shall be included in the DR. It should be noted that Tierra cannot guarantee any permit and review timeframe for any agency or individual involved.

Environmental Approach:

Development of the DRs will require evaluation of potential environmental effects to provide context and information for evaluation of alternatives. To this end, Tierra will obtain existing data regarding resources and will prepare text for insertion into the DR that summarizes existing conditions and identifies environmental resource concerns in the project area. Examples of potential resource issues that will be addressed include water resources (100-year floodplains, potential Waters of the U.S. [CWA Section 404], etc.); Federal and State-listed Threatened & Endangered Species; Forest Service Sensitive and Management Indicator species; and known cultural resources. Tierra will format the text to allow Plateau to insert resource summaries directly into the applicable sections of the DR and alternatives matrices.

Prepare First Draft Design Report and 30% Plan Exhibits:

The project Team will prepare a draft Design Report, consisting of the three major components, plus an overall summary section which will tie the various component parts together. We will provide:

- Executive Summary (within the summary section).
- Discussion of the various project elements, including their interrelationships.
- 30% conceptual plans for all major elements.
- 30% cost estimates. Cost estimates represent a professional opinion and may or may not reflect the actual cost of the work.
- Traffic study (Landfill Road element)
- Geotechnical Investigation (provided by the City).
- List of design criteria, analysis and references to specifications as appropriate
- Design exceptions as may be appropriate

- Required easements and/or right-of-way if required. Easements and right of way shall be administered by the City real estate program.
- Permit requirements and environmental considerations if the Tierra Additive Alternate is selected.

The Draft Report will be submitted to the Cinder Lake Landfill Project Manager for review and comment.

Prepare Final Draft Design Report and Exhibits:

The project team will provide a final draft of the Design Report. The final draft will address all comments provided by the Cinder Lake Landfill Project Manager.

Project Meetings:

This Scope of Services assumes the following project meetings:

- Project kickoff meeting,
- Draft DR review meeting,
- Final DR review meeting.
- Five additional meetings approximately equally spaced throughout the project duration.

Project meetings will be attended by representatives of Plateau Engineering, SWI, Turner Engineering and Taylor RyMar. The City shall furnish a downtown meeting venue. Alternatively, meetings may be held at Plateau offices. If authorized, Tierra Right of Way will be available by teleconference where required for up to five of these meetings.

Deliverables:

- 5 copies of the Draft Design Report and exhibits. This draft report will also be presented in digital (pdf) format. 30% exhibit plan sheets will be provided in 11" x 17" format.
- 5 copies of the Final Design Report and exhibits. This final report will also be presented in digital (pdf and AutoCAD ^{tm}) format, Exhibit plan sheets will be provided in 11" x 17" format.

Schedule:

It is anticipated that the Draft Design Report and 30% plans will be available on or before January 27, 2017. This anticipated date is based upon a Notice to Proceed date on or before September 19. It is anticipated that Final 30% plans and Design Report will be available 3 weeks after City approval of the Draft Report.

Provided by Client:

Client shall provide to Consultant the Client's utility service requirements for water and electric, as well as any available background data regarding existing and proposed operations to enable traffic projections under aggregate sales and non-aggregate sales scenarios.

The following items shall be considered reimbursable or contingent expenses:

- Permit fees if required. Including any fees required for exploration onto Forest Service lands.
- Fees for title reports, public document reproduction, and similar items.
- Additional printing and reproduction made at Client request.

Not in Scope:

- Design of any improvements beyond the 30% stage.
- Environmental investigations or permitting.
- Application or permit fees
- Cost-benefit analysis for any improvements.
- Propane vapor system improvements.
- Public meetings or meeting exhibits. Presentations.
- Potholing and location services. Measurement of pothole excavations by others.
- Consulting regarding right of way acquisition.

Client and Consultant may mutually agree to modify the Scope of Work, upon the execution of an appropriate Change to the Agreement, which may include an adjustment in fees.

Consultant's Compensation:

Consultant's compensation shall be on a time and material basis, not to exceed $113,191.00. This cost includes a right of way and aerial topographic survey of the Landfill Road corridor. Please refer to the attached "EXHIBIT A" Cinder Lake Landfill" spreadsheet for information regarding how this fee has been derived. In addition, please refer to the backup documentation provided by the individual subconsultants on this project: TayorRyMar, Turner Engineering, SWI, and Tierra, (Exhibits B through E, respectively). The actual allocation of hours, direct expenses and subconsultant fees is solely at the discretion of the Consultant.

In addition to the above figure, this Scope incorporates a project contingency of $25,000.00 to be specifically authorized by the City should additional services beyond the contract scope become necessary. These may include additional design or analysis, permit fees, documentation, and/or other necessary items which may arise and which are not a part of the enumerated Scope of Services. Should the City authorize Tierra Right of Ways services to include an environmental component within the DR, the additional cost will be $3,600.00, to be applied against the contingency. Total project authorization, including contingency, is $138,191.00.

The project will be invoiced and paid monthly in accordance with current City requirements. Billings will also include short summary of project status and expenditures to date.

Closure:

Thank you for the opportunity to present this proposal. We appreciate the opportunity to work with the City of Flagstaff on this project.

Plateau Engineering, Inc. EXHIBIT A

project 7/29/2016		Principal	Sr. Eng	Prj. Mgr	Prj. Eng	Civ. Eng	Sr. Tech	Coord.	Admin Int	Expense	Consult	
Cinder Lake Landfill - EXHIBIT A		$ 192.00	$ 150.00	$ 135.00	$ 115.00	$ 100.00	$ 95.00	$ 80.00	$ 36.00	110%	100%	
Task	Code											**Cost**
Project Administration and Coordination												$ -
												$ -
Subconsultant Contracts and Insurance. Process Billing/Payments				2				6	24			$ 1,614.00
Startup Meeting + Preparation				6		10		4	2			$ 2,202.00
Progress Meeting w/ City- total 5				6		6			2			$ 1,482.00
General Administration and Coordination				8		24			12			$ 3,912.00
Present /Discuss Draft DCRs /prep				6		3		2				$ 1,270.00
Present/Discuss Final DCRs /prep				6		3		2				$ 1,270.00
												$ -
Total Administration and Coordination $ 11,750.00												$ -
												$ -
												$ -
DCR Support												$ -
												$ -
Drafting /edit base sheet templates. Misc drafting support							16					$ 1,520.00
Assist, Edit and QC				16		24						$ 4,560.00
Printing and Reproduction							2		8	2000		$ 2,678.00
												$ -
Total DCR Support $ 8,758.00												$ -
												$ -
Subtotal - Plateau Engineering $ 20,508.00												$ -
												$ -
												$ -
												$ -
Subconsultants												$ -
												$ -
Taylor RyMar											$ 16,465.00	$ 16,465.00
Turner Engineering											$ 23,608.00	$ 23,608.00
SWI (Roadway Design)											$ 39,590.00	$ 39,590.00
SWI Right of Way and Topographic Survey											$ 13,020.00	$ 13,020.00
Tierra ROW Additive Alternate - See below												$ -
												$ -
												$ -
												$ -
												$ -
Total Subconsultants $ 92,683.00												$ -
												$ -
Hours		**0**	**0**	**50**	**0**	**70**	**18**	**14**	**48**	**2000**	**$ 92,683.00**	***$ 113,191.00***

$ 113,191.00

Total Hours **200**

Comments:

Add Alternate for Tierra ROW: $ 3,600.00

From Other Sheet(s)	***$ -***
Sub-Total	***$ 113,191.00***
Contingency	***$ 25,000.00***
Grand Total	***$ 138,191.00***

TAYLOR RYMAR
CORPORATION

July 25, 2016

Exhibit B

James Hall, P.E., R.L.S.
Plateau Engineering, Inc.
323 San Francisco Street, Suite 201
Flagstaff, AZ 86001

Re: Cinder Lake Landfill
Critical Infrastructure Redevelopment Plan - Electrical DCR
TRC Proposal B30047.01
REVISION 3

Dear Jim,

Taylor RyMar Corporation (TRC) is pleased to submit this proposal to Plateau Engineering, Inc. (PLATEAU) for engineering services described below. TRC developed our Scope of Services based on the information provided during our development of the RSOQ response and subsequent interview for this project.

Project Understanding

1. Development of an electrical and communications Design Concept Report (DCR) to address critical infrastructure needs of the landfill.
2. The DCR will address the need for three-phase power to the site to support current and future operations. Routing for three-phase power will be studied for alignment along the existing easement from the northwest side of the site and along a new easement following the landfill road. Assessment will be based on the Owner provided electrical service size of 2,000-amps, 480/277-volts.
3. The DCR will also address the possibility of adding fiber communications to the site, utilizing the same easement alignment as the power.
4. TRC will also support the Water Delivery DCR for the installation of booster pumps.
5. ***30% design documents (schematic design) will be provided in addition to the DCR.***

Project Approach and Deliverables

1. Gain an understanding of the Owner's project goals, budgets, and design standards.
2. Review of Owner's project scope.
3. Attend project kick-off meeting.
4. Provide site investigation of existing conditions.
5. Coordinate with APS for available infrastructure interconnection point(s) for extension of three-phase utility power to the landfill site.
6. Coordinate with Century Link and Suddenlink for available infrastructure interconnection point(s) for extension of fiber communications service to the landfill site.
7. Coordinate with ADOT, if required, for power and communications crossings of Highway 89.
8. Review possible upgrades required for the proposed Johnson Ranch addition if utilities are to be extended from that development.

9. Prepare ***30% (schematic design)*** plans showing schematic proposed routing(s) for power and communications infrastructure ***and preliminary single line diagram for power***.
10. Prepare design concept narrative and associated engineering opinion of probable construction costs.
11. ~~***Prepare cost benefit analysis of power and communications infrastructure options***~~.
12. All concept design plan documents shall be provided in 2015 AutoCAD format.
13. Provide coordination with Tierra ROW, civil engineers, owner representatives, utility companies, and code authority.
14. Attend (5) progress review meetings with the City.
15. Attend meetings to present the preliminary and final Design Concept Reports.

Assumptions

1. PLATEAU shall provide electronic files of the project site plans indicating all particulars affecting this project. These files shall be in AutoCAD 2015 compatible electronic format. The files shall be set-up for TRC direct use.
2. PLATEAU or Owner shall provide information pertaining to all proposed equipment. This includes, but is not limited to, equipment locations, electrical connection/power requirements, and data/communication locations.

Schedule

An estimated overall schedule is shown below, beginning after receipt of signed contract and information requested within this proposal.

Project Schedule	
Task	Duration
Preliminary DCR Draft	18 weeks
Final DCR Submittal	5 weeks

Note: Task shall be started upon review and written approval of prior task by Owner and Client.

Compensation

As consideration for the services, PLATEAU shall pay TRC the Not-to-Exceed amount of $16,465.00 per the attached Exhibit 'A'.

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. Additional services performed outside regular business hours will be billed at a rate of 1.5 standard billing rates.

Standard hourly Billing Rates	
Principal	$185.00
Senior Engineer	$160.00
Engineer	$135.00
Project Manager	$150.00
Senior Designer	$120.00
Designer	$90.00
CAD Technician	$85.00
Support Services	$70.00

Deliverables

All deliverables in the below phases shall be delivered in electronic PDF format or as described below:

Design Concept Report

1. Provide one copy of the draft Electrical and Communications DCR with engineering opinion of probable costs.
2. Provide one copy of the final Electrical and Communications DCR with City and Client comments incorporated.

Exclusions

1. Additional meetings or site visits, other than previously listed.
2. Reproductions.
3. Engineering design or drawings for bidding or permitting.
4. Electrical load readings.
5. Branch electrical circuit tracing.
6. Evaluation of future landfill electrical loads or service sizing.

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

Joel DeHaven, P.E.
Principal

Enclosures

This Proposal and the Terms and Conditions are accepted by:

Plateau Engineering, Inc.

_____
Authorized Signature

_____
Title

_____
Date

TAYLOR RYMAR CORPORATION

Terms and Conditions

Taylor RyMar Corporation shall perform the services outlined in this agreement for the stated fee arrangement.

Billing and Payment

Invoices shall be submitted monthly based on progress. Fees billed are due immediately and shall bear 1.5% per month interest on amounts not paid within (30) calendar days. If fees are not paid within (30) calendar days, TRC may elect to suspend working on project until satisfactory agreement is reached. This shall include not releasing drawings for reproduction or submittal. If Client objects to any portion of an invoice, The Client shall notify TRC in writing within (15) calendar days of receipt of invoice. The Client shall identify the specific cause of disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoice amounts resolved in TRC's favor and unpaid for more than (30) calendar days after date of invoice.

Payment of any invoice by Client to TRC shall be taken to mean that Client is satisfied with TRC's services and is not aware of any deficiencies in those services.

Client agrees to pay TRC's cost of collection of all amounts due and unpaid 90 days after billing, including court costs and reasonable attorney's fees.

Documents

All Documents are instruments of professional service in respect to this Project and TRC shall retain an ownership and property interest therein (including the right of reuse at the discretion of TRC) whether or not the Project is completed.

Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by TRC, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to TRC, or to TRC's officer's, directors, employees, or to TRC's Sub-consultants.

Standard of Care

Services provided by TRC under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, Client and TRC agree that all disputes between them arising out of or related to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Insurance

TRC shall procure and maintain such insurance as is required by law or regulation in effect as of the day of execution of this Agreement.

Termination

Either Client or TRC may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client shall within fifteen (15) calendar days of termination pay TRC for all services rendered and all costs incurred up to the date of termination in accordance with the compensation provisions of this agreement.

Delays

TRC is not responsible for delays caused by factors beyond TRC's reasonable control. When such delays beyond TRC's reasonable control occur, Client agrees TRC is not responsible for damages, nor shall TRC be deemed to be in default of this Agreement.

Limitation of Liability

TRC's liability to The Client for any cause, or combination of causes, is in the aggregate limited to an amount no greater than the fee earned under this agreement unless otherwise stated in this proposal.

To the extent damages are covered by property insurance during construction, The Client waives all rights against TRC, its officers, directors and employees, and further agrees to name Taylor RyMar Corporation as additional insured on all property and and liability insurance policies to the greatest extent permitted by law.

Consequential Damages

Notwithstanding any other provisions of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or TRC, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Indemnification

To the fullest extent possible by law, Client agrees to defend, indemnify and hold harmless TRC, its officers, directors and employees from and against claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees and defense costs, which TRC, its officers, directors and employees may sustain by reason of negligent performance of services by Client, its officers, agents, employees or Subcontractors arising out of Client's work.

Lien Rights

The Client herby expressly agrees that this agreement constitutes a written agreement with The Owner of the property for the provision of professional service, and that TRC, together with persons acting at its direction and under its control, shall perform the services called for in this agreement. TRC shall also be authorized to claim and enforce the lien rights provided in applicable state statutes, as persons who have a written agreement with The Owner of the property for the provision of the services described in this agreement. In the event that lien rights need to be exercised TRC shall retain these rights. If the basic services covered in this proposal have not been completed within 12 months of the date hereof, fees are subject to review and re-negotiation.

Corporate Protection

It is intended by the parties to this Agreement that TRC's services in connection with the project shall not subject TRC's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Taylor RyMar Corporation, an Arizona corporation, and not against any of TRC's employees, officers or directors.

Use of Purchase Orders

If Client uses a Purchase Order, it shall be for administrative convenience only. The Terms and Conditions of the Purchase Order shall not apply to the Agreement for Professional Services.

Exhibit C

Engineering fee Proposal for COF Landfill DCR - Potable Water Only 7/212016

TURNER ENGINEERING. INC. ESTIMATED MANHOURS BY TASK		PROJECT PRINCIPAL	PROJECT MANAGER	PROFESS. ENGINEER	ENGINEER/ DESIGNER	TECHNICIAN/ DRAFTER	SECRETARY/ CLERICAL	
A. Contract Administration/Oversight								
1. Contract Setup & Administration	TEI	2	0	0	0	2	4	
2. Contract Close-out	TEI	2	0	0	0	2	4	
		4	0	0	0	4	8	$1,360.00
B. Project Kick-Off Meeting	TEI	0	0	4	0	0	0	$480.00
C. Utility Review & Meetings								
1. Submit 15% design plans to all franchise utilities for comments and/or clearance	TEI	0	0	2	2	6	0	$926.00
D. Work with Tierra ROW on Corridors if Needed	TEI/TROW	0	1	2	4	4	0	$1,104.00
E. DCR Items related to Potable Water (PW)								
The following items apply to current & future needs:								
1. Receive Current & Future Water Demands Peak gpm and Average Daily use from COF	TEI/COF	0	0	1	1	2	0	
2. Determine DPW Location (Assume at Johnson Ranch near roadway)	TEI	0	0	0	1	2	0	
3. Determine PW Alignment & Pipe Length from DPW to Cinder Lake Landfill (CLL) site	TEI	0	0	1	4	8	0	
		0	0	2	6	12	0	$1,818.00
F. DCR Items related to Reclaimed Water (RW) None Included								
G. DCR Items for Potable Water from Doney Park Only:								
1. Compile and Process Existing LiDAR Data as available	TEI	0	0	0	4	8	0	
2. Preliminary Pump & Tank Needs (Run a Very Preliminary WaterCad w/Assuptions)	TEI	0	0	8	30	24	0	
3. Generate Conceptual PW Alignment From SWI Base Sheets	TEI	0	0	0	4	6	0	
4. Conceptually Identify Additional Easements/right-of-way, if needed	TEI	0	0	0	2	2	0	
5. Identify Potential Utility Conflicts and Relocations	TEI	0	0	0	4	8	0	
6. Design Exceptions	TEI	0	0	1	2	4	0	
7. Environmental Considerations	TEI/TROW	0	0	1	2	4	0	
		0	0	10	48	56	0	$10,624.00
H. Design Team Coordination, Meetings	TEI/Team							
1. Site Visit	TEI	0	0	4	0	0	0	
2. Meeting to Present and Discuss Preliminary DCR's	TEI	0	0	3	0	0	0	
3. Meeting to Present and Discuss Final DCR's	TEI	0	0	3	0	0	0	
4. Bi-weekly meetings (Expect 5 meetings)	TEI	0	0	10	0	0	0	
		0	0	20	0	0	0	$2,400.00

I. Prepare & Submit 1st Draft of DCR (PW related work)	TEI	0	1	2	4	12	2	$1,844.00
J. Address 1st Draft Submittal Comments (PW related work)	Team	0	1	2	4	12	0	$1,744.00
K. Prepare & Submit Final DCR (PW related work)	Team	1	1	1	2	8	1	$1,308.00

TEI ESTIMATED FEES — Cross Foot $23,608.00

TITLE	HOURS	RATE	SUBTOTAL
PROJECT PRINCIPAL	5	$160.00	$800.00
PROJECT MANAGER	4	$132.00	$528.00
PROFESSIONAL ENGINEER	45	$120.00	$5,400.00
DESIGN ENGINEER	70	$103.00	$7,210.00
TECHNICIAN/DRAFTER	114	$80.00	$9,120.00
SECRETARY/CLERICAL	11	$50.00	$550.00
TOTAL HOURLY WAGES		TEI SUBTOTAL =	$23,608.00
ESTIMATE OF DIRECT EXPENSE (printing, copying, etc.)		TEI DIRECT EXPENSE =	$0.00
TEI ESTIMATED TOTAL		TEI ESTIMATED TOTAL FOR DCR =	$23,608.00
		ESTIMATED TOTAL =	$23,608.00
CONTINGENCY @ 0%		CONTINGENCY @ 0% =	$0.00
		ESTIMATED TOTAL W/O CONTINGENCY=	$23,608.00

THE ABOVE FEE ESTIMATE IS BASED UPON CURRENT KNOWN INFORMATION
THIS IS CONSIDERED AS A NOT TO EXCEED PROPOSAL IN SCOPE AND FEE

ALLOCATION OF HOURS, DIRECT EXPENSE AND SUBCONSULTANT FEES IS SOLELY AT TEI'S DISCRETION.

Based upon discussions and meetings the following items for the Scope of Work have been removed as they were related to alternate potable water and a well:

1. Determine current monthly demand and projected future use increases
2. Determine costs of delivery per month (i.e. trucking, fuel, labor, maintenance, etc.)
3. Determine Future PW demands (Soley Provided by City)
4. Evaluate Alternate Sources for PW (City)
5. Evaluate Length Cost(s) Associated with New Pipeline to CLL (Other than down Road)
6. Evaluate Cost(s) associated with drilling new well
7. Evaluate Well to serve as source of PW elsewhere (i.e. DPW)
8. DPW interest in participation in well
9. Inflation for delivery, fuel, labor, O&M, etc.
10 Forecast for 7 year pay back, present value and cost comparison
11. Identify All Alternatives for PW supply, eliminate the most unreasonable and justify
12. PW Cost Matrix
13. Identify Existing Conditions (i.e. r.o.w., topography, property lines, utilities, etc.)
14. Meeting/Charrette to Pair Down Alternatives
15. Legal Descriptions or Exhibits

SCHEDULE OF MANPOWER REQUIREMENTS FOR

CINDER LAKE LANDFILL DCR

Exhibit D

SHEPHARD-WESNITZER, INC.
Consulting Engineers
Sedona, Flagstaff, Cottonwood & Prescott

CINDER LAKE LANDFILL
7/22/2016

Task Code	TASK DESCRIPTION	E-3	Survey Manager	Survey Technician	Project Engineer	Subconsultant Fees	Task Fee
		$135	$130	$85	$120	1	
1	**SURVEY**						$13,020.00
	Aerial Survey Control		8	20			
	Aerial Survey (Outside Services)					$6,500.00	
	Right-of-Way Survey		16	20			
2	**ROADWAY DESIGN**						$19,695.00
	Analyze Geometric Improvement for mining operation	12			36		
	Cost Estimate	3			12		
	Utility and Pipeline coordination and Drafting. SWI will coordinate with other team members to include utilities in base files.	4			8		
	30% Plans for preferred Alternative	6			80		
3	**TRAFFIC IMPACT STUDY**						$6,150.00
	Traffic Counts (N/A)						
	Trip Generation & Scoping Letter	2			16		
	Scoping Meeting With ADOT	2			4		
	Scoping Meeting With County and City of Flagstaff	2			4		
	Traffic Impact Study (Limited to SR 89 intersection analysis)	4			16		
4	**DRAINAGE ANALYSIS**						$3,690.00
	15% Drainage Analysis of single Alternative (10 to 12 crossings anticipated)	6			24		
5	**DESIGN CONCEPT REPORT**						$6,900.00
	Traffic Study and Roadway Geometry Write-Up	8			32		
	Final Write-Up to Incorporate Comments	4			12		
6	**MEETINGS/COORDINATION**						$2,700
	Kickoff Meeting	4					
	Review Draft DCR	3					
	Review Final DCR	3					
	Team Coordination including 5 team meetings @ 2 hours per meeting	10					
7	**REIMBURSIBLE EXPENSES** *(PRINTING, MILEAGE)*						$500.00
	TOTAL ESTIMATE NOT TO EXCEED	**73**	**24**	**40**	**244**		**$52,655**

ASSUMPTIONS

1 Topographic Survey will be performed at 1" = 40'
2 Roadway analysis will be based on single alternative assuming mining operations
3 2015 SWI traffic counts are still valid
4 Drainage Report will not be produced
5 Full Traffic Impact Analysis is not required
6 Exisinting fence is assumed to be Right of Way / USFS Easement boundary

Tierra Scope of Work: **EXHIBIT E**

Project Meetings

Tierra will provide one senior staff member to attend up to 5, one-hour long project meetings via teleconference.

Environmental and Right of Way:

Landfill representatives have expressed a strong desire to avoid any requirement for obtaining additional right of way from the Forest Service. The Consultant team will endeavor to meet this request. However there may be unavoidable requirements for additional right of way. These requirements could potentially arise from a need for temporary construction easements, additional roadway cross section, drainage issues, utility requirements, or other items that become apparent as a as a result of this Design Concept Report. It is critical that any issues regarding a need to acquire right of way be identified and addressed as early as possible so as not to impact the project at a future date.

The process for obtaining right of way and permitting from the Forest Service will be subject to environmental review as a part of the permitting process. If required, as a part of the DCR Tierra Right of Way will address the permitting process, discuss documentation requirements and determine approximate review timeframes. It should be noted that Tierra cannot guarantee any permit and review timeframe for any agency or individual involved.

DCR Environmental Approach:

Development of the DCRs will require evaluation of potential environmental effects to provide context and information for evaluation of alternatives. To this end, Tierra will obtain existing data regarding resources and will prepare text for insertion into the DCR that summarizes existing conditions and identifies environmental resource concerns in the project area. Examples of potential resource issues that will be addressed include water resources (100-year floodplains, potential Waters of the U.S. [CWA Section 404], etc.); Federal and State-listed Threatened & Endangered Species; Forest Service Sensitive and Management Indicator species; and known cultural resources. Tierra will format the text to allow Plateau to insert resource summaries directly into the applicable sections of the DCR and alternatives matrices.

<u>Assumptions</u>

- Necessary Local, State, and Federal databases will be available at no cost.
- Necessary Local records will be available at no cost.
- No fieldwork will be conducted
- This Scope of Work does not include preparation and submittal of any permit applications

Personnel		**Rate**	Total Hrs	Cost	Total
Division Director					
	PM	$135.00	2	$270.00	$270.00
Project Manager					
	Project Management	$105.00	4	$420.00	
	Agency coordination	$105.00	2	$210.00	
	Meetings	$105.00	5	$525.00	$1,155.00

Bio III	Review DCR text	$90.00	2	$180.00	$180.00
Biologist II		$80.00		$0.00	
	research	$80.00	4	$320.00	
	DCR write up	$80.00	8	$640.00	$960.00
GIS	maps	$80.00	2	$160.00	
					$160.00
Archaeologist					
	conduct Class I	$70.00	1	$70.00	
	Prepare write up	$70.00	6	$420.00	
PI	QA/QC	$95.00	2	$190.00	$680.00
Editor					
	Production	$65.00	1	$65.00	
	Editing	$65.00	2	$130.00	$195.00

TOTAL PERSONNEL COST **$3,600.00**

$3,600.00

Theresa L. Knoblock
Biologist/Environmental Compliance Lead
Tierra Right of Way Services
(800) 887-0847 | www.tierra-row.com
(520) 780-1284 cell

S A M P L E

EXHIBIT B
STANDARD TERMS AND CONDITIONS (T34)

CITY OF FLAGSTAFF

STANDARD TERMS AND CONDITIONS FOR A/E SERVICES - PUBLIC WORKS (T34) PROJECTS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

PAYMENT

5. **INVOICES:** Invoices shall include the Contract and/or Purchase Order number and dates when work was performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

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

CONTRACTOR RESPONSIBLE FOR CONTROL OF WORK

7. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

8. **CONTROL:** Contractor shall be responsible for the control of the work. Contractor shall furnish qualified personnel, materials, equipment and other items necessary to carry out the terms of the Contract.

9. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

QUALITY OF WORK

10. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

11. **COMPLETENESS AND ACCURACY:** Contractor shall be responsible for the completeness and accuracy of its work, plans, supporting data, and special provisions prepared for or compiled under its obligation for the Contract, and shall correct, at its own expense, all errors or omissions therein.

12. **PROFESSIONAL SEAL:** All documents prepared by a design professional shall bear the stamp or seal of the design professional.

13. **STANDARD OF CARE:** All preparation of technical and related documents shall be completed in accordance with applicable law and performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

14. **CORRECTION OF ERRORS OR OMISSIONS, COSTS:** Contractor at its own expense shall correct errors or omissions in the documents created pursuant this Contract which are discovered, disclosed and determined by City to exist either during or following completion of the documents, including but not limited to errors or omissions discovered during construction. The costs incurred and necessary to correct errors or omissions attributable to Contractor and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to Contractor.

15. **CONSTRUCTION INSPECTIONS:** If Contractor is performing construction inspection of a City project, Contractor shall be responsible for Contractor errors and omissions which are discovered, disclosed and determined by City to exist during and subsequent to construction of the project. Contractor's duty in the construction in section phase is to assure City that the project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to Contractor and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to Contractor. City acceptance or approval of Contractor's work shall not relieve Contractor of inspection responsibilities or professional liability.

16. **ACCEPTANCE:** The fact that City has accepted or approved Contractor's work shall not relieve Contractor of its responsibilities or professional liability. If work is rejected by the City due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

17. **WARRANTY:** Contractor warrants that the design will accomplish any performance standards or results required in the scope of work. City's review, acceptance, receipt or inspection of the materials or services specified shall not alter or affect Contractor's obligations to meet Contract specifications or this warranty.

18. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

REPORTS AND DATA

19. **CITY OWNERSHIP OF DOCUMENTS AND DATA:** Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples. reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computer program elements, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of copyright laws of the United States and hereby assigns to City all rights and interests Contractor may have in the materials it prepares under this Contract, including any derivative use of the material.

20. RE-USE: City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adoption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.

21. DELIVERY OF DOCUMENTS AND DATA: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies of all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in progress.

INSPECTION, RECORDS

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

23. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

24. PUBLIC RECORDS: This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

INDEMNIFICATION, INSURANCE

25. INDEMNIFICATION: To the fullest extent permitted by law. Contractor shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (herein after Indemnitee") from and against all liabilities, damages, losses and court costs, including reasonable attorney fees, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor, subcontractor, design professional or other persons employed or used by contractor, subcontractor or design professional in the performance of the Contract. The amount and type of insurance coverage required under the Contract shall in no way be construed as limiting the scope of this indemnification provision. This indemnification provision shall survive termination or expiration of the Contract.

26. INSURANCE: Contractor shall maintain all insurance coverage required by the City, including professional liability, public liability and worker's compensation.

CONTRACT CHANGES

27. CHANGE ORDERS: The City reserves the right at any time to make changes in the scope of work in writing. Whenever the scope of work will be materially increasing or decreasing the cost of performance, a contract change order shall be approved and executed by the parties prior to the change. Contractor shall not do any work or furnish any materials which are not covered by the written Contract or approved change orders. If Contractor disregards this provision, Contractor does so at its own risk, cost and expense.

28. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

29. AMENDMENTS: This Contract may be amended by written agreement of the parties.

30. SEVERABILITY: If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

31. NO WAIVER: Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

32. ASSIGNMENT: This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

33. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

34. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

35. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, gender identity or expression.

36. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

37. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration

Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

38. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

39. TERMINATION FOR DEFAULT: Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed ten (10) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

40. EVENTS OF CONTRACTOR DEFAULT DEFINED: Contractor defaults include the following:

a. Any material misrepresentation made by Contractor to the City;
b. Failure to commence work at the time(s) specified due to a reason or circumstance within Contractor's reasonable control;
c. Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Contractor's reasonable control;
d. Failure to perform the work in a manner reasonably satisfactory to the City;
e. Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
f. Discontinuance of the work for reasons not beyond Contractor's reasonable control;
g. Unsatisfactory performance as judged by the Contract Administrator;
h. Failure to provide the City, upon request, with adequate assurance of future performance;
i. Failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance; and
j. Any other material breach.

41. CITY REMEDIES: Upon the occurrence of any Event of Contractor Default, the City may declare Contractor in default under this Agreement. The City shall provide written notification of the Event of Default. If such Event of Default is not cured within ten (10) days of receipt of the notification, the City may invoke any or all of the following remedies:

a. The right to terminate/cancel this Contract as to any or all of the services yet to be performed;
b. The right of specific performance, an injunction or any other appropriate equitable remedy;
c. The right to monetary damages;
d. The right to withhold all or any part of Contractor's compensation under this Contract;
e. The right to deem Contractor non-responsive in future contracts to be awarded by the City;

f. The right to seek recoupment of public funds spent for impermissible purposes.
g. The City may elect not to declare an Event of Contractor Default or default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Contractor to continue to provide the Services despite the occurrence of one or more Events of Default, Contractor shall in no way be relieved of any of its responsibilities or obligations under this Contract, nor shall the City be deemed to waive or relinquish any of its rights under this Contract.
h. City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service.
i. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

42. CONTRACTOR REMEDIES: In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.

43. SPECIAL DAMAGES: In the event of default, neither party shall be liable for incidental, special, or consequential damages.

44. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding; makes an assignment for a creditor; or there is any similar action that affects Contractor's ability to perform under the Contract.

45. PAYMENT UPON TERMINATION: Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

46. CANCELLATION FOR GRATUITIES: The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

47. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

DELAYS

48. FORCE MAJEURE: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is unforeseeable and beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence.

MISCELLANEOUS

49. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

50. NOTICES: All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

51. THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

52. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

53. FORUM: In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

54. ATTORNEYS FEES: If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, professional fees and expenses.

S A M P L E

EXHIBIT C
INSURANCE FOR A/E PROFESSIONAL SERVICES

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability –
      Any Automobile or Owned, Hired
      and Non-owned Vehicles
      Combined Single Limit Per Accident
      for Bodily Injury & Property Damage $1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

   e. Professional Liability $2,000,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.

   b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

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

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

   e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

   f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

   Attention: _____, Buyer
   Contract No. and Name: _____
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001.

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

All certificates of insurance shall be sent directly to the Buyer in the same manner as notice of cancellations (see above). The City project/contract number and project description shall be noted on the certificates of insurance.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

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

PROJECT NAME: Critical Infrastructure Redevelopment Plan
Solicitation No. 2016-43

By Score

Firms	Total
Arcadis	839
Plateau Engineering	898
Woodson Engineering Services, Inc.	817

By Rank

Firms	Rank 1-11
Arcadis	2
Plateau Engineering	1
Woodson Engineering Services, Inc.	3

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Paul Summerfelt, Wildland Fire Manager

Date: 08/29/2016

Meeting Date: 09/06/2016

TITLE:

Consideration and Approval of Intergovernmental Agreement: AZ Department of Forestry and Fire Management Cooperative Intergovernmental Agreement (IGA) FT-16-0216-ASF-A1S

RECOMMENDED ACTION:

Approve IGA FT-16-0216-ASF-A1S between the Department of Forestry and Fire Management and the City of Flagstaff for Forest Management Planning.

Executive Summary:

This IGA is a grant award for Forest Management planning to facilitate future forest treatments on two parcels: Picture Canyon Natural Area (City) and Brookbank Meadow (Navajo Nation). Both parcels are within the Flagstaff Watershed Protection Project (FWPP) area, and forest treatment work within each area is slated to be initiated in 2018. Two stand-alone Plans will be developed – one for each parcel – and each Plan will adhere to State/National standards and format.

Financial Impact:

This $8,000 grant award is for 100% of the total cost to prepare the two plans. No city (or bond) match is required. The budget appropriation for this grant is covered as part of the FWPP project in account number 407-09-425-3277-1-4290 with a FY2017 budget of $2,440,000.

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:

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/award. Council was, however, engaged in the bond issue when it was approved to be presented to the voters (summer 2012), has approved other grant awards and contracts related to FWPP, and has been kept updated on issues throughout the overall effort.

Options and Alternatives:

Three exist:
1) **Approve** the grant award, permitting forest treatment planning to proceed thereby facilitating later forest treatment work. This saves bond funds from having to be spent on this activity.
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 management planning in advance of any future forest treatment work. This reduces transparency and complicates future treatment operations.

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:

These two parcels were included in the bond "footprint", to include during presentations during the bond campaign leading-up to the election. Regardless of location or casual factor, insect infestations are always difficult to manage. Wildfires in either area are a challenge due to access, lack of on-site water supply, and other factors. Completion of a Plan that facilitates future forest treatments will allow for public transparency and time to document current conditions, engage stakeholders, and identify applicable forest treatments to protect the parcels and reduce the incidence and severity of future insect and wildfire events. .

Expanded Financial Considerations:

Approving this IGA and accepting funds from the State allows the City to leverage the FWPP bond and save funds we would otherwise spend on this same forest planning activity.

Community Benefits and Considerations:

Multiple partners have been engaged in the FWPP effort, to include GFFP, Friends of the Rio, the NAU Ecological Restoration Institute, AZ Game & Fish, US Fish and Wildlife Service, AZ Dept of Forestry and Fire Management, and US Forest Service, We have also worked with both City Sustainability/Op[en Space and officials with the Navajo Nation. This effort will allow us to strengthen our working relationship both the the Picture Canyon Stakeholder Group and the Navajo Nation, and expand the overall outcome and influence of the FWPP effort. Ultimately, successfully completing the resulting forest treatments will enhance protection of our forests, adjacent neighborhoods, and the community's viewshed, while promoting the vigor, resiliency, and sustainability of the trees themselves.

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. Numerous field trips have been conducted and various stakeholders, city staff, and Council members have been kept updated.

Consult – We've continue to work with both AZ Game & Fish and US Fish & Wildlife Service to protect habitat and with adjacent neighborhoods/jurisdictions regarding access. Various stakeholders are engaged as we work to protect cultural sites and other aspects deemed important to the site (this will become more pronounced as we undertake more detailed planning activities). Regarding the Brookbank Meadow parcel, we are working with the USFS to ensure transportation routes and planned treatments blend seamlessly across the property boundary.

Involve – We will engage volunteers to disseminate information on planned activities to site visitors. As questions arise, we will also engage various Subject Matter Experts (SME's), such as staff from NAU's Ecological Restoration Institute, The Nature Conservancy, and/or Greater Flagstaff Forests Partnership to provide context and a more complete understanding of the need, and the work, itself. Other City Staff, including those from Sustainability and Stormwater, will also be 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 planning effort to be funded by this award is based upon credible and proven science-based forest restoration and hazard fuel management standards and knowledge. It will adhere to guidelines established in the Greater Flagstaff Area Community Wildfire Protection Plan (City & County - 2005), will identify forest treatments consistent with those designed and implemented by the Greater Flagstaff Forests Partnership (1999-present) and the City of Flagstaff Wildland Fire Management program (1998-present), will meet the goals of the State of AZ 20-Year Strategy (2007), and both the Four Forests Restoration Initiative's and the Flagstaff Watershed Protection Project's Final Records of Decision (USFS - 2015). Further, it will meet all requirements for cultural-site protection as outlined by the State Historic Preservation Office (Picture Canyon) and the Navajo Nation (Brookbank Meadow).

Expanded Options and Alternatives:

None

Attachments: IGA-Forest Management Planning

I. INTRODUCTION

This agreement is made and entered into between the following participants:

1. The Arizona State Forestry or its successor agency, hereafter referred to as AZSF (Reflect name change to Department of Forestry and Fire Management in August of 2016 (DFFM)) , and
2. City of Flagstaff hereafter referred to as COF.

II. BACKGROUND AND PURPOSE

A. The purpose of this IGA is to make available funds to assist the COF in developing a multi resource management plan for the city owned land known as Picture Canyon and the privately owned Dry Lake Hills parcel. The final product will be in accordance with the Arizona State Forestry Division Stewardship guidelines. This funding will allow the COF to utilize the Forest Stewardship program outline and guidelines and will allow AZFD to count the accomplishments to acres under active management. Both properties fall under jurisdiction of the COF and are in need of active management.

III. AUTHORITIES

A. AZFD authority:

1. A.R.S § 37-622 et seq Perform all management and administrative functions assigned or delegated to this state by the United States relating to forestry and financial assistance and grants relating to forestry.

2. The Forest Stewardship Program is authorized by the Cooperative Forestry Assistance Act of 1978, as amended, 16 U.S.C. 2103A. 3.A.R.S. § 11-951, et seq. Authorizes public agencies to enter into Intergovernmental Agreements for the joint exercise of common powers.

B. COF authority:

1. A.R.S. § 11-951, et seq. Authorizes public agencies to enter into Intergovernmental Agreements for the joint exercise of common powers.
2. A.R.S. § 9-461.05(d)(2)(b) Authorizes the public agency to conserve significant natural resources and open space areas in the growth area and coordinate their location to similar areas outside the growth area's boundaries..

IV. RESPONSIBILITIES

The parties agree that the duties and responsibilities under this Agreement are as follows

A. **AZFD** shall:

1. Make Funding available to COF for the development of a comprehensive multi-resource management plan.
2. Provide COF with oversight, direction and advice when developing the management plan.
3. Offer suggestions for stand location, consultants, utilization opportunities and assist with communications between other state agencies.
4. Determine project deadlines and payment schedules

5. Provide the state and national program standards and template, including any previously prepared components

B. **COF** shall:

1. Complete and deliver a final signed forest stewardship plan that meets the minimum standards of the national and state programs.
2. Meet and discuss program eligibilities with AZDF program manager and district staff.
3. 1 plan delivered by 9/30/2016, and the 2nd before termination of this agreement.
4. Allow AZFD program staff to provide comment on draft plan before final signatures and plan is completed.
5. Provide progress reports as requested by AZ~~SF~~FD program manager.
6. Provide AZFD program manager with .any GIS files (ex: shp and all extensions, .kml, .kmz) for all properties.
7. Comply with program guidelines as outlined in attachment "A".

C. **Both Parties** shall:

1. Meet as needed and provide project updates.
2. Inform each party of any unexpected delays.

V. DURATION, TERMINATION, DISPOSITION OF PROPERTY

A. This Agreement expires (1) years from 08/1/2016 unless either party notifies the other in writing at least (1) month prior to expiration the intent to renew in accordance with the Modifications requirements specified in this Agreement.

B. Either party may terminate its participation in this Agreement at any time by providing 60 days written notice to the other party. The funding will not be provided for uncompleted projects.

VI. FINANCING

1. Arizona State Forestry will fund $8000 of the project cost and will pay in no more than 2 installments. The installments will be made upon delivery of the signed and executed management plans. Each completed plan may be invoiced separately upon delivery
2. Payment as follows: Picture Canyon - $4,250, and Brookbank Meadow - $2,750, City of Flagstaff 1,000

VII. GENERAL TERMS AND CONDITIONS

A. MODIFICATION: Modifications within the scope of this Agreement shall be made by mutual consent of the parties, and by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

B. CIVIL RIGHTS ASSURANCE AND NONDISCRIMINATION: The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order No. 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

C. RECORDS AND AUDITS: Pursuant to A.R.S.§§ 35-214, 35-215, and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State during the term of this Agreement and for five years after the termination of this Agreement.

D. CONFLICT OF INTEREST: This Agreement is subject to cancellation under A.R.S. § 38-511, cancellation of state contracts.

E. AVAILABILITY OF FUNDS: This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State to expenditures in excess of funds authorized and appropriated for the purposes outlined in this Agreement.

F. ARBITRATION: To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this agreement by arbitration.

G. INDEMNIFICATION: Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder.

H. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

I. LIMITATIONS: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of its appropriations.

IX. NOTICES, PAYMENT, REPORTS, CORRESPONDENCE:

For AZFD:

Contract Officer
Joy L. Hernbrode
Deputy Director, Administrative Service
Arizona State Forestry
1110 West Washington, Suite 100
Phoenix, AZ 85007
Direct: 602-542-4490

For COF:

Contract Officer
Stacey Brechler-Knaggs, Grants Manager
211 W. Aspen
Flagstaff AZ 86001
929.213.2227
sknaggs@flagstaffaz.gov

Project Manager
Andrew Owen
Forest Stewardship Program Manager
3650 Lake Mary Rd
Flagstaff, AZ 86005
928-607-0644
andrewowen@azsf.gov

Project Manager
Matt Millar
FWPP Operations Specialist
211 W. Aspen
Flagstaff, AZ 86001
928.213.2512
mmillar@flagstaffaz.gov

X. SIGNATURE AUTHORITY:

A. This Agreement is entered into and is effective as of the date of the 8/15/2016 and will expire on 9/30/2017.

B. By signing below, the signer certifies that he or she has the authority to enter into this agreement and has read the foregoing and agrees to accept the provisions herein.

C. This IGA may be executed in counterpart.

AZFD:	COF:
Signature Date	Signature Date
Typed Name and Title	Typed Name and Title
Entity Name	Entity Name
Address	Address
City State Zip	City State Zip

RESERVED FOR THE ATTORNEY GENERAL:	RESERVED FOR COF'S ATTORNEY:
This Agreement has been reviewed by the undersigned attorney 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 undersigned attorney. Dated this _____day of _____, 2016 Mark Brnovich **The Attorney General**	This Agreement has been reviewed by the undersigned attorney 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 undersigned attorney. Dated this _____day of _____, 2016
Signature Assistant Attorney General	Signature

Appendix "A"

LANDOWNER FOREST STEWARDSHIP PLAN GUIDELINES

State of Arizona Revised July 10, 2009

The Landowner Forest Stewardship Plan (LFSP) should reflect and promote the intent of the Forest Stewardship Program as stated in the enabling legislation[1]: that is, it should "encourage long-term stewardship of non-industrial private forest lands by assisting owners of such lands to more actively manage their forest and related resources". The LFSP provides guidance to the landowner in the form of "management recommendations shaped by natural resource professionals"[2]

I. COVER SHEET
A. Title (including name of landowner)
B. Name and affiliation of author
C. Date prepared, amended, or revised

II. TITLE PAGE
A. Title
B. Name, address, telephone number, and e-mail address of landowner
C. Name, professional qualifications, employer, mailing address, telephone number, and e-mail address of author
D. Date prepared, amended, or revised

III. SIGNATURE PAGE
A. Stewardship Pledge
Approval of this report signifies a pledge by the landowner, as a forest steward, to implement this plan to the best of his (her) ability. Biological, economic, social, and political constraints which help to shape the stewardship plan are constantly changing and create a dynamic environment. In the event that these constraints undergo change which affects the plan, it will be modified accordingly. All management practices implemented through this plan will reflect a dedication by the landowner to good forest stewardship.
B. Approval signature of landowner
C. Recommendation signature of Service Forester
C. Approval signature of Forest Stewardship Coordinator

IV. TABLE OF CONTENTS

V. INTRODUCTION AND DESCRIPTION
A. Property Description
1. Location and Access
2. Acreage Summary
3. Ownership Patterns
4. History
5. Landscape Setting
a. Topography
b. Soils
c. Vegetation
d. Climate, Climate Change, & Carbon Characteristics
B. Ecosystem Description *(Existing Condition, Issues and Concerns, Opportunities)*
1. Esthetics
2. Historical and Archaeological
3. Fish and Wildlife
4. Forest Health
5. Recreation
6. Watershed Condition
7. Rare, Threatened, and Endangered Species
8. Timber

VI. LANDOWNER OBJECTIVES *(Desired Future Conditions)*

VII. MANAGEMENT ALTERNATIVES
A. Action / No Action Alternatives
B. Environmental Assessment / Anticipated Effects

(By resource categories listed above in V.B. 1-8; regulatory clearances to be documented)
C. Economic Assessment (Estimated costs and revenues of management alternatives)
D. Statement of Finding

VIII. MAPS

IX. DEFINITIONS

X. APPENDICES

[1]The Forest Stewardship Program was created by Title XII–The Forestry Title of the 1990 Farm Bill (Section 5 of the Cooperative Forestry Assistance Act of 1978, as amended: 16 U.S.C. § 2103a).
[2]Phrases in quotations are excerpted from Section 5 of the Cooperative Forestry Assistance Act of 1978, as amended: 16 U.S.C. § 2103a.
Page 2 of 2

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	08/29/2016
Meeting Date:	09/06/2016

TITLE:

Consideration and Adoption of Ordinance No. 2016-33: An ordinance of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, amending qualifications for members who serve on the Heritage Preservation Commission, by amending Title II, Boards and Commissions, Chapter 2-19, Heritage Preservation Commission; providing for severability, repeal of conflicting ordinances, and establishing an effective date.

RECOMMENDED ACTION:

At the September 6, 2016, Council meeting:
1) Read Ordinance No. 2016-33 by title only for the first time
2) City Clerk reads Ordinance No. 2016-33 by title only (if approved above)
At the September 20, 2016, Council meeting:
3) Read Ordinance No. 2016-33 by title only for the final time
4) City Clerk reads Ordinance No. 2016-33 by title only (if approved above)
5) Adopt Ordinance No. 2016-33

Executive Summary:

In January 2016, the City Council adopted Ordinance 2015-22 that eliminated the specialty appointments of the Heritage Preservation Commission. Since that time, staff has discovered that by eliminating these specialty designations it puts the City's status as a Certified Local Government with the State Historic Preservation Office at risk. The City of Flagstaff currently has an agreement with the State Historic Preservation Office that designates Flagstaff as a Certified Local Government. Per that agreement, the composition of the Heritage Preservation Commission and the qualifications of the members must be specified by ordinance.

The agreement reads, “The Commission must...be composed of at least five members, all of whom have a demonstrated interest, experience, or knowledge in at least one of the following: history, architectural history, architecture, historic interiors, historic architecture, planning, archeology, historic archeology, real estate, historic preservation law or other historic preservation related field. To the extent available in the community, at least two professionals from the disciplines of architecture, history, architectural history, planning, archeology, or related historic preservation disciplines such as cultural geography or cultural anthropology must be members of the Commission....”

In an effort to maintain the City's designation as a Certified Local Government, staff is requesting that the Heritage Preservation Commission ordinance be returned to its original form, specifying certain requirements for the makeup of the members.

The current make-up of the commission is in compliance with the agreement. There are currently three

At-Large members, two Historic Property Owners, and two Professional members, both in archeology. A table of the current commission is included below.

Name	Specialty Designation
Kurt Brydenthal	At-Large
Lynne Corbin	Historic Property Owner
Jonathan Day	Historic Property Owner
Josh Edwards	Archeology Professional
Jerry McLaughlin	At-Large / Historic Property Owner
Philip Scandura	At-Large
Charlie Webber	Archeology Professional

Being a Certified Local Government entitles the City of Flagstaff to access to certain funding mechanisms reserved for Certified Local Governments; provides that the City of Flagstaff is a participant in Federal and State preservation activities, specifically including National Register of Historic Places processes; and allows the City of Flagstaff to access the technical assistance and training from the State Historic Preservation Office.

Historic Preservation Fund Grants provide for preservation activities such as surveys, inventories, stabilization, documentation, National Register nominations, rehabilitation, and planning. Participation in Federal and State preservation activities includes formal recognition of local preservation expertise and review of federal and state actions that may affect historic and archeological properties. In addition to technical assistance and training from the State Historic Preservation Office, Certified Local Governments provide federal and state entities with local perspectives, including through participation in statewide planning for preservation and development.

The City of Flagstaff has used the Heritage Funds for a number of projects including trial work, parks projects, heritage preservation activities, and to host the State Heritage Preservation Conference. Being recognized as having credible expertise in heritage preservation, the City of Flagstaff has been allowed to proceed with various federally funded Housing Program projects being reviewed by our Historic Preservation Officer instead of the State Historic Preservation Officer. The City has produced, in house, Section 106 documentation for various City projects, some of which include Housing Program projects that cannot be locally reviewed, the Train Station, the US Forest Service Permit for the Inner Basin Water System, and several projects at the USGS Campus.

The City of Flagstaff has been consulted on National Register of Historic Places determinations by the State Historic Preservation Office. This has included assisting citizens in getting properties nominated, keeping properties on the register, and getting the property tax credit. Having access to the technical advice of the State Historic Preservation Office has been a day-to-day tool used in the development of the Zoning Code, determinations associated with Cultural Resource Studies, context studies, and for specific projects such as maintaining Two Spot (the Train) and preserving the Train Station.

Financial Impact:

None.

Connection to Council Goal and/or Regional Plan:

None.

Has There Been Previous Council Decision on This:

On January 5, 2016 the City Council adopted Ordinance 2015-22 that eliminated the specialty appointments associated with the Heritage Preservation Commission.

Options and Alternatives:

1) Adopt ordinance, as written, reinstating the specialty appointments associated with the Heritage Preservation Commission.
2) Amend ordinance to make changes.
3) Not adopt ordinance, maintaining current process and potentially losing the Certified Local Government designation from the State Historic Preservation Office.

Community Involvement:

Inform

Attachments: Ord. 2016-33
SHPO Agreement

ORDINANCE NO. 2016-33

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING QUALIFICATIONS FOR MEMBERS WHO SERVE ON THE HERITAGE PRESERVATION COMMISSION, BY AMENDING TITLE II, *BOARDS AND COMMISSIONS,* CHAPTER 2-19, *HERITAGE PRESERVATION COMMISSION*; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff City Council desires to align the membership of the Heritage Preservation Commission in compliance with the agreement with the State Historic Preservation Office that designates Flagstaff as a Certified Local Government; and

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

ENACTMENTS:

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

SECTION 1. In General.

Title II, Boards and Commissions, Chapter 2-19, ***Heritage Preservation Commission***, is amended by amending Section 2-19-001-0002 to read as follows (additions are shown as capitalized text, and deletions are shown as stricken):

2-19-001-0002 MEMBERSHIP

A. The membership of the commission shall consist of seven (7) voting members. Additional members may be appointed in the future, if and when additional Historic Design Review Districts beyond the first district are created, to represent those additional districts and help develop and adopt design guidelines for those districts.

1. AT LEAST TWO (2) MEMBERS MUST BE PROFESSIONALS IN THE AREAS OF ARCHITECTURE, HISTORY, ARCHITECTURAL HISTORY, PLANNING, OR ARCHAEOLOGY.

2. AT LEAST TWO (2) MEMBERS SHALL BE OWNERS OF LOCALLY DESIGNATED HISTORIC PROPERTIES OR PROPERTIES LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES.

3. AT LEAST THREE (3) MEMBERS SHALL BE FROM THE GENERAL COMMUNITY.

4. ANY MEMBER MAY SATISFY MORE THAN ONE (1) OF THE ABOVE QUALIFICATIONS AND ANY "PROFESSIONAL" CATEGORY MAY BE FILLED BY A PERSON WHO IS RETIRED FROM THAT PROFESSION.

B. APPOINTED MEMBERS SHALL HAVE A DEMONSTRATED INTEREST IN THE HISTORY OF THE COMMUNITY AND BE COMMITTED TO REPRESENT NOT ONLY THEIR SPECIFIC AREAS OF EXPERTISE, BUT ALSO THE COMMUNITY AT LARGE.

SECTION 2. Repeal of Conflicting Ordinances.

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

SECTION 3. Severability.

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

SECTION 4. Effective Dates.

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 20th day of September, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

6-11-96

A 1509

ARIZONA STATE PARKS BOARD
CERTIFIED LOCAL GOVERNMENT PARTICIPANT AGREEMENT

This agreement is made and entered into by and between the ARIZONA STATE PARKS BOARD through its STATE HISTORIC PRESERVATION OFFICER (OFFICER) and the CITY OF FLAGSTAFF, the CERTIFIED LOCAL GOVERNMENT (CLG), whose address is 211 West Aspen Avenue,Flagstaff, Arizona 86001.

The OFFICER has authority to enter into this Agreement pursuant to P.L. 98-146 as amended; A.R.S. SS 41-511.04 and 41-511.05; the CLG has authority to enter into this Agreement pursuant to Article one, Section three of the City Charter

PART I. CONTRACT TERM

This agreement will begin on the date it is signed by the OFFICER, and shall remain in effect until the CLG requests decertification as a CLG or is decertified by the OFFICER pursuant to the provisions of Section V, "Certified Local Government Historic Preservation Program in Arizona," a copy of which is attached hereto as Exhibit A and is incorporated by reference as a part of this Agreement.

PART II. CONSIDERATION

The consideration for this Agreement is the mutual promises of the parties contained herein.

PART III. COMPLIANCE

The parties shall comply with all applicable laws, rules and regulations pertaining to the execution and administration of the terms contained in Exhibit A to this Agreement.

The CLG and its agents shall be specifically subject to all applicable provisions of the National Register Program Guidelines, NPS-49, dated 1 October 1984, as presently in effect or as may be promulgated during the period of this Agreement. A copy of the National Register

Program Guidelines, NPS-49, is available for inspection at the Arizona State Parks Board Office, 1300 W. Washington, Phoenix, Arizona 85007. The OFFICER will provide guidance on the provisions of the National Register Program Guidelines, NPS-49.

PART IV. ENFORCEMENT OF LOCAL ORDINANCE

The CLG agrees to enforce its Historic Preservation Ordinance, a copy of which is attached as Exhibit B and incorporated by reference as a part of this Agreement.

PART V. NONDISCRIMINATION

During the term of this Agreement, the parties agree to comply with the provisions of Executive Order 75-5, issued by the Governor of the State of Arizona relating to nondiscrimination in employment, a copy of which is attached hereto as Exhibit C and incorporated by reference as a part of this Agreement.

PART VI. AGREEMENT FOR ARBITRATION

If required pursuant to A.R.S. S12-1518 and any successor statute, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve all disputes arising out of this Agreement.

PART VII. CANCELLATION OF STATE CONTRACTS

Pursuant to A.R.S. S38-511, and any successor statute, the State may cancel this contract, without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the State or any of its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee 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. Such cancellation shall become effective upon written notification from the Governor of the State of Arizona.

The parties have executed this Agreement as of the dates entered below.

CITY OF FLAGSTAFF

CERTIFIED LOCAL GOVERNMENT

By _____

Christopher J. Bavasi
s Mayor

6/11/96
(Date)

THE STATE OF ARIZONA

ARIZONA STATE PARKS BOARD

By _____

James W. Garrison
State Historic
Preservation Officer

3 MAY 1996
(Date)

By _____

Kenneth E. Travous
Executive Director
Arizona State Parks Board

5/6/96
(Date)

CLG'S ATTORNEY APPROVAL AS TO FORM

_____ 6/12/96
(Signature)

6/5/96
(Date)

Attachments to This Agreement

Exhibit A - Certified Local Government Historic Preservation Program in Arizona
Exhibit B - Local Historic Preservation Ordinance
Exhibit C - Executive Order 75-5, Nondiscrimination in Employment

JG4596

EXHIBIT A

CERTIFIED LOCAL GOVERNMENT HISTORIC PRESERVATION PROGRAM IN ARIZONA

Section I. Introduction

A. The national historic preservation program has operated as a decentralized partnership between the Federal government and the state of Arizona since its establishment, in 1970. The Federal government established a program of identification, evaluation and protection of historic properties which the states, primarily, carry out. The success of that working relationship prompted Congress, in 1980, to expand the partnership to provide for participation by local governments (counties and incorporated cities and towns).

B. The role of the "Certified Local Government" in the partnership involves, at a minimum, (1) eligibility to apply to the State Historic Preservation Officer for matching funds earmarked for "certified local governments," and (2) responsibility for review and approval of nominations of properties to the National Register of Historic Places.

C. The Federal law directs the State Historic Preservation Officer and the Secretary of the Interior to certify local governments to participate in this partnership and specifies several requirements that the local government must meet.

D. The following sections describe how the Federal-State-Local partnership works in Arizona.

Section II. Definitions

A. "CLG" means a certified local government.

B. "Commission" means a historic preservation board, council or similar collegial body that is established by local legislation, composed of professionals and persons, appointed as specified in the legislation, with a demonstrated interest, experience or knowledge in disciplines such as history, planning, archaeology, architecture, architectural history, historic archaeology or other fields related to historic preservation, that must perform the duties and responsibilities specified in the legislation.

C. "HPF" means Historic Preservation Fund.

D. "Local government" means any incorporated city, town, or county.

E. "National Register" means the National Register of Historic Places.

F. "SHPO" means the State Historic Preservation Officer.

G. "Secretary" means the Secretary of the U.S. Department of the Interior.

H. "Subgrantee" means the legal receiver of HPF funds through the SHPO.

Section III. Eligibility of a Local Government for Certification

A. A local government that meets the criteria established in subsection B through F of this section may apply for certification under Section IV.

B. A local government must enact and enforce an ordinance for the designation and protection of historic properties. The ordinance must, at a minimum, include the following provisions:

1. Statement of purpose.

2. Definitions.

3. Establishment of a commission with specific membership and duties.

4. Historic designation procedures for local resources and/or districts.

5. Criteria for historic designation of local resources and/or districts.

6. Provisions for public hearing on historic designation with public notification.

7. Mandatory review of alterations to, relocations or demolition of historic resources individually or within historic district boundaries and mandatory review of new construction within the boundaries of historic districts.

8. Specific guidelines to be used by the Commission, such as (or based on) the Secretary of the Interior's Standards for Rehabilitation.

9. Specific time frames and procedures for reviews and for consideration of appeals.

10. Provisions for decision making, enforcing decisions, and a right of appeal.

C. A local government must establish the Commission required by the ordinance provided under subsection B. The Commission must:

1. Be composed of at least five members, all of whom have a demonstrated interest, experience or knowledge in at least one of the following; history, architectural history, architecture, historic interiors, historic architecture, planning archaeology, historic archaeology, real estate, historic preservation law or other historic preservation related field. To the extent available in the community, at least two professionals from the disciplines of architecture, history, architectural history, planning, archaeology, or related historic preservation disciplines such as cultural geography or cultural anthropology must be members of the Commission. If a field is not represented by a Commission member, the Commission must obtain expertise in the field when considering National Register nominations and other actions that will impact properties that are normally evaluated by a professional in that field (e.g., archaeological sites should be evaluated by a professional archaeologist). Such expertise may be obtained through universities, private preservation groups or consultants, or other means approved by the SHPO. If a local government is to be certified without the minimum number of types of disciplines the local government must provide the SHPO with information, in writing, that it has made a reasonable effort to fill those positions.

2. Be composed of members who are appointed to serve staggered terms of office as specified by the ordinance.

3. Meet at least four times each year and follow the provisions of the Arizona Open Meetings Act, including providing for public notice and allowing the agenda, minutes, and meetings be open to the public.

4. Provide for rules of procedure that are made known to the public.

5. Make its decisions in an open forum and advise all interested persons of decisions.

6. Prepare a written annual report of commission activities that is submitted to the SHPO and is available to the public. The report must contain, at a minimum, minutes of meetings, decisions made, special projects and activities, the number and types of cases reviewed, revised resumes of Commission members, and member attendance records.

7. Ensure that vacancies on the Commission are filled within 60 days, unless extenuating circumstances require a longer period. An extension may be granted by the SHPO upon petition, in writing, of the chief official of the local government.

8. Encourage all members to attend any training sessions and review any orientation materials provided by the SHPO. The SHPO will make available such training and orientation materials to provide working knowledge of the roles and operations of the federal, state, and local preservation programs.

9. Carry out its responsibilities in coordination with SHPO responsibilities as outlined in 36 CRF 61.4(b) and ensure that its responsibilities are complementary to the SHPO's.

D. A local government must maintain a system for the survey and inventory of historic properties.

1. A CLG must begin or continue a process for identifying historic properties within its jurisdiction that is approved by the SHPO.

2. A CLG must maintain a detailed inventory, under the jurisdiction of the Commission, of the designated historic districts, sites, buildings, structures or objects.

3. All survey and inventory efforts and materials must be coordinated and compatible with the State's survey and inventory program (including the standards, guidelines and forms) of the SHPO. This will ensure that the information is in a format suitable for integration into the state historic preservation planning process. The SHPO will make available all appropriate materials and information to the CLG.

4. All inventory materials must be accessible to the public, updated periodically and available, through duplicates, to the SHPO.

E. A local government must provide for adequate public participation in the local historic preservation programs, including the process of recommending properties for nomination to the National Register.

1. All meetings of the Commission must be open meetings as required by the Open Meetings Act (A.R.S. Section 38-431, et sec.). The Commission should encourage public comment on agenda items.

2. All reports submitted to the SHPO must detail how public comment was solicited and received.

F. A local government must satisfactorily perform the responsibilities specified in subsections B through E above and any other responsibilities specifically delegated to it. The SHPO may, by written agreement with a CLG, delegate additional responsibilities such as environmental review projects if the CLG has adequate, qualified staff.

Section IV. Process for Certification of Local Governments in Arizona

A. The chief elected official of the local government must request certification from the SHPO. The request for certification must include:

1. A written assurance by the chief elected official that the local government fulfills and will continue to fulfill all the standards for certification outlined in Section III.

2. A copy of the local historic preservation ordinance.

3. A list and accompanying maps of the areas designated at that time as historic districts or individual historic resources.

4. Resumes for each of the members of the Commission including, where appropriate, credentials of member expertise in fields related to historic preservation.

B. The request for certification will be reviewed by the SHPO for accuracy, completeness, and compliance with the provisions of this document.

C. The SHPO will respond to the chief elected official within 60 days of the receipt of an adequately documented written request for certification.

D. If a certification request is approved, the SHPO will prepare a written certification agreement that lists the responsibilities of the CLG. The list of responsibilities will include those listed in Section III, any additional responsibilities delegated to all CLGs in the State and any other delegated responsibilities. Such a certification agreement, once approved, may be amended with approval of the National Park Service, Western Regional Office.

E. The SHPO certification of a local government to participate in the national historic preservation program constitutes certification by the Secretary, provided the Secretary has approved the State process and does not take exception to the request for certification and the certification agreement within 15 working days after receiving a complete CLG application and certification agreement from the SHPO.

F. Once a local government is certified, it remains certified without further action unless, after substantive review, the SHPO recommends and proceeds with decertification or the CLG requests that it no longer be certified.

G. A local government may appeal to the Secretary any SHPO decisions to deny certification or to decertify.

Section V. Process for Monitoring and Decertification of a CLG

A. The SHPO will conduct a periodic review at least annually and monitor each CLG to assure that each government is fulfilling its responsibilities, as set forth in this document and the written certification agreement in a manner that is consistent and coordinated with the identification, evaluation and preservation priorities of the comprehensive state historic preservation planning process.

B. The SHPO will, in his/her review:

1. Study the annual reports submitted by the CLG, records of the administration of HPF funds allocated to the CLG, and other pertinent documents of the CLG requested by the SHPO.

2. Evaluate the CLG's performance of the responsibilities specified in this document and the written certification agreement and other responsibilities delegated to it.

3. Recommend to the CLG specific steps to bring its performance up to an acceptable level, if necessary.

C. The standards for evaluating the CLG's performance will include adequate preparation of all required reports, including the annual report, proper expenditure of HPF funds as adequately documented in required reports, and documented compliance with all requirements of this program and the written certification agreement.

D. A CLG may take up to 180 days from the date the SHPO notifies the CLG, in writing, of the recommended steps, to implement the specific steps recommended.

E. If the SHPO determines that sufficient improvement has not occurred after the 180 day period, the SHPO will recommend decertification of the CLG to the Secretary, citing specific reasons for the recommendation.

F. A CLG may, voluntarily and without penalty, request decertification in writing addressed to the SHPO.

G. If a CLG is decertified, the SHPO will terminate any financial assistance received by the CLG from the HPF allocation and will conduct a closeout review of the CLG funds received from the SHPO in accordance with the procedures set forth in the National Register Programs Manual.

Section VI. Transfer of HPF Monies to CLGs

A. In order to be eligible to receive a portion of the local share of the State HPF allocation, a CLG must:

1. Have adequate financial management systems that meet Federal standards of the Office of Management and Budget Circular A-102 and Attachment G "Standards for Grantee Financial Management Systems", are auditable in accordance with the General Accounting Office Standards for Audit of Governmental Organization Programs, Activities, and Functions, and are evaluated annually by the SHPO or designee.

2. Adhere to all requirements of the National Register Programs Manual or successor manual. These requirements include the following:

   a. Indirect costs may be charged as part of the CLG grant only if the CLG meets the requirements of the Manual,

   b. Unless the CLG has a Federally approved, current indirect cost rate only direct cost may be charged.

3. Adhere to any requirements and special conditions mandated by Congress pertaining to the HPF.

B. At least 10% of the State's HPF allocation will be made available, on a competitive basis, to CLGs, on a 50-50 matching basis, for historic preservation activities and projects eligible for HPF assistance as follows:

1. Operations

a. CLGs receiving HPF funds from the CLG share shall be considered subgrantees of the State.

b. Transferred monies shall not be applied as matching share for any other Federal grant, except as permitted under the National Register Programs Manual.

c. CLG requirements shall be included in the State's written grant agreement with the local government.

d. Any State directed specific uses of HPF funds are to be for activities that are eligible for HPF assistance.

e. Any State directed specific uses of HPF funds are to be consistent with the State comprehensive historic preservation planning process.

f. The State will be responsible, through financial audit, for the proper accounting of HPF CLG share monies in accordance with the Office of Management and Budget Circular A-102, Attachment P, "Audit Requirement".

2. Notification

a. Within 30 days after notification by the Department of the Interior of the State's projected annual allocation, the SHPO will notify CLGs, in writing, of the amount of funds available for transfer and solicit applications for that funding.

b. Within 60 days after the date of the written notice required by subdivision a, the SHPO must receive the funding applications from the CLGs.

c. Within 30 days after the SHPO receives the formal obligation of funds from the Department of the Interior, the SHPO will notify the CLGs of any grant awards.

3. Funding Priorities

The SHPO will award funds competitively to CLGs based on the following, and after consideration of the proposal and the status of the CLG's historic preservation program:

a. Administration of a local preservation program with emphasis on survey.

b. Administration of a local preservation program with emphasis on nomination.

c. Administration of a local preservation program with emphasis on protection activities.

d. Administration of a local preservation program with emphasis on integrating historic preservation goals with the community's planning process.

e. Administration of a local preservation program with emphasis on increasing the effectiveness of the local government in addressing historic preservation issues and needs.

f. Administration of a local preservation program with emphasis on increasing the community's awareness and understanding of historic preservation values.

4. Eligibility

Every CLG is eligible to receive funding, but no CLG will automatically receive funding.

5. Criteria for Selection

The SHPO and State Parks Board will evaluate and select projects based on the following criteria:

a. An application must clearly state a specific goal or goals that are measurable and attainable within the funding period.

b. A CLG must demonstrate an understanding of State and local preservation priorities.

c. A CLG must assure an acceptable 50% matching share.

d. The funds awarded to an applicant will be sufficient to generate effects directly as a result of the funds transfer. Furthermore, the requirements for tangible results may not be waived even if there are many otherwise eligible applicants for the CLG share.

e. Reasonable efforts will be made to distribute funds among the maximum number of eligible CLGs and between urban and rural areas of the State. If there are multiple eligible CLGs, no CLG will receive a disproportionate share of the HPF allocation.

f. The SHPO will make available, upon request, the rationale for the applicants selected and the amounts awarded.

6. Procedure

The chief elected official of a CLG shall submit to the SHPO an annual application, developed by the SHPO for CLG Share Funds, which outlines the proposed activity and the budget, including the source of match. Application materials will also include a copy of the jurisdiction's last audit which discusses, in part, adequacy of financing. The SHPO will develop the application forms.

Section VII. CLG Participation in the National Register Nomination Process

A. CLGs must participate in the National Register Nomination process, as follows:

1. The SHPO will forward a copy of completed National Register nominations within the CLG's jurisdiction with a summary sheet to the CLG's chief elected official, the property owner and the Chair of the Commission, within 30 days after receipt of the nomination. It will be the responsibility of the Commission Chair to disseminate this information to the Commission members.

   The Commission shall provide for a reasonable opportunity for public comment prior to preparing a report. After receipt of such report and recommendation, or if no such report and recommendation are received within 60 days, the SHPO may make the nomination pursuant to Section 101(a) of the National Historic Preservation Act of 1966, as amended. The SHPO may expedite such process with the concurrence of the CLG.

2. Within 60 days of receipt of the nomination and summary sheet, the CLG's chief elected official shall transmit the Commission's report and the official's recommendation to the SHPO, regarding the eligibility of the property. If the Commission and the chief elected official do not agree, both opinions will be forwarded to the SHPO and property owner(s). The reports may indicate that no opinion is given.

3. If both the Commission and the chief local elected official recommend that a property not be nominated to the National Register, the SHPO shall take no further action, unless within 30 days of the receipt of such recommendation by the SHPO an appeal is filed with the State. If such an appeal is filed, the SHPO will follow the established procedures set forth in the National Historic Preservation Act of 1966, as amended (Section 101(a)). Any report and recommendations made under this subsection shall be included with any nomination submitted by the State to the Secretary.

B. Upon written agreement between the CLG and the SHPO, the CLG may elect to assume responsibility for notification of property owners and the public throughout the nomination process. In this case, the CLG must meet the public notice requirements specified by the National Register nomination procedures of the Department of the Interior. If a CLG assumes the notification responsibilities, the SHPO will provide guidelines regarding persons to be contacted and the content and timing of the notification letters.

December, 1990
Arizona State Historic Preservation Office

Exhibit C

EXECUTIVE ORDER

No. 75-5

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS - NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

I, Raul H. Castro, under and by virtue of the authority vested in me as Governor of the State of Arizona by the Constitution and Statutes of the State of Arizona do order and direct:

PART I - Non-discrimination in employment by government contractors and subcontractors.

All government contracting agencies shall include in every government contract hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will in all solicitations or advertisement for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will furnish all information and reports required by the contracting agency and will permit access to his books, records and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.

E. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts until said contractor has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Division, and such sanctions may be imposed and remedies invoked as provided in Part II of this order, and the rules and regulations of the Arizona Civil Rights Division.

F. The contractor will include the provisions of paragraphs A through E in every subcontractor purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect in the subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Arizona to enter into such litigation to protect the interests of the State of Arizona.

G. Each contractor having a contract containing the provisions prescribed in this section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such times and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of the contractor and each subcontractor and shall be in such form as the Arizona Civil Rights Division may prescribe.

H. Bidders or prospective contractors or subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in that event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as an initial part of negotiation of a contract.

I. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices and policies affecting compliance as the contracting agency or Civil Rights Division may prescribe; provided that, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.

J. The contracting agency or the Civil Rights Division shall require that the bidder or prospective contractor or subcontractor shall submit as part of his compliance report a statement in writing signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training with which the bidder or prospective contractor deals with supporting information to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency shall refuse to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Civil Rights Division may require.

PART II - Enforcement

A. Each contracting agency shall be primarily responsible for obtaining compliance with this Executive Order with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Civil Rights Division in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this order and the rules and regulations and orders of the Civil Rights Division issued pursuant to this order. They are directed to cooperate with the Civil Rights Division and to furnish the Division such information and assistance as it may require in the performance of the Division's functions under this order. They are further directed to appoint or designate from among the agency personnel compliance officers. It shall be the duty of such officers to first seek compliance with the objective of this order by conference, conciliation, mediation or persuasion.

B. The Civil Rights Division may investigate the employment practices of any government contractor or subcontractor or initiate such investigation by the appropriate contracting agency or determine whether or not the contractual provisions specified in this order have been violated. Such investigations shall be conducted in accordance with the procedures established by the Civil Rights Division and the investigating agencies shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints by employees or prospective employees of a government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Part I of this order. If the investigation is conducted for the Civil Rights Division by a contracting agency, that agency shall report to the Civil Rights Division what action has been taken or is recommended with regard to such complaint.

C. The Civil Rights Division shall use its best efforts directly and through contracting agencies, other interested state and local agencies, contractors and all other available instrumentalities to cause any labor union engaged in work under government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this order.

D. The Civil Rights Division or any agency, officer or employee in the executive branch of the government designated by rule, regulation or order of the Civil Rights Division may hold such hearings, public or private as the Division may deem advisable for compliance, enforcement or educational purposes. The Civil Rights Division may hold or cause to be held hearings in accordance with rules and regulations issued by the Civil Rights Division prior to imposing, ordering or recommending the imposition of penalties and sanctions under this order.

E. No order for debarment of any contractor from further government contracts under this order shall be made without affording the contractor an opportunity for a hearing.

F. Sanctions and Penalties. In accordance with such rules, regulations or orders as the Civil Rights Division may issue or adopt, the Civil Rights Division or the appropriate contracting agency may publish or cause to be published the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this order and with the rules, regulations and orders of the Civil Rights Division.

1. Contracts may be cancelled in whole or in part, terminated, or suspended absolutely, or continuation of contracts may be conditioned upon a program for future compliance approved by the contracting agency or the Civil Rights Division; provided that any contracting agency shall refrain from entering into further contracts, extensions or other modifications of existing contracts with any noncomplying contractor until such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this order.

2. Under rules and regulations prescribed by the Civil Rights Division, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation and persuasion before proceedings shall be instituted under this order or before a contract shall be cancelled or terminated in whole or in part under this order for failure of a contractor or subcontractor to comply with the contract provisions of this order.

G. This Executive Order shall become effective within sixty (60) days of its issuance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

DONE at the Capitol in Phoenix this twenty-eighth day of April in the year of Our Lord, One Thousand Nine Hundred and Seventy-five, and of the Independence of the United States the One Hundred and Ninety-ninth.

GOVERNOR

ATTEST:

Secretary of State

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Kevin Fincel, Senior Assistant City Attorney KF

Date: 08/29/2016

Meeting Date: 09/06/2016

TITLE:

Consideration and Adoption of Ordinance No. 2016-35: An ordinance of the City Council of the City of Flagstaff, authorizing the City of Flagstaff to accept the deed of certain real property located at 2555 S. Beulah Boulevard, Flagstaff, Arizona to expand current City right-of-way and allow for construction of a public sidewalk along Beulah Boulevard.

RECOMMENDED ACTION:

At the September 6, 2016 City Council Meeting:
1) Read Ordinance No. 2016-35 by title only for the first time
2) City Clerk reads Ordinance No. 2016-35 by title only for the first time (if approved above)
At the September 20, 2016 City Council Meeting:
3) Read Ordinance No. 2016-35 by title only for the final time
4) City Clerk reads Ordinance No. 2016-35 by title only for the final time (if approved above)
5) Adopt Ordinance No. 2016-35

Executive Summary:

Capstone Collegiate Communities, LLC ("Capstone") is the owner of certain real property located at 555 W. Forest Meadows Street in the City of Flagstaff, Arizona, which Capstone is developing as a mixed-use student housing apartment project (the "Project"). In conjunction with the Project, Capstone obtained a conditional use permit for rooming and boarding that requires Capstone to complete public sidewalk improvements along the west side of a segment of Beulah Boulevard between McConnell Drive and NAIPTA Bus Stop #8 (the "Beulah Sidewalk Improvements"). The Beulah Sidewalk Improvements were also a condition of approval of the Traffic Impact Analysis that was completed for the Project.

Capstone is in the process of purchasing the property needed to construct the Beulah Sidewalk Improvements from Woodlands Village Shopping Center, LLC ("Seller") and desires that Seller convey the subject property directly to the City of Flagstaff. Pursuant to Article VII, Section 5 of the Flagstaff City Charter, the City shall acquire real property by ordinance.

Financial Impact:

None. Capstone is purchasing the property, which will then be conveyed to the City at no cost to the City. Capstone is also responsible for the Beulah Sidewalk Improvements.

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
6) Provide a well-managed transportation system

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

Approval of the ordinance will allow for the construction of a public sidewalk that will connect McConnell Drive and NAIPTA Bus Stop #8.

Rejection of the ordinance will prevent the City from accepting the land for the sidewalk.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Allows for the construction of a public sidewalk that will connect McConnell Drive and NAIPTA Bus Stop #8.

Attachments: Ord. 2016-35
Exhibit A

ORDINANCE NO. 2016-35

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE CITY OF FLAGSTAFF TO ACCEPT THE DEED OF CERTAIN REAL PROPERTY LOCATED AT 2555 S. BEULAH BOULEVARD, FLAGSTAFF, ARIZONA TO EXPAND CURRENT CITY RIGHT-OF-WAY AND ALLOW FOR CONSTRUCTION OF A PUBLIC SIDEWALK ALONG BEULAH BOULEVARD; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Capstone Collegiate Communities, LLC ("Capstone") is the owner of certain real property located at 555 W. Forest Meadows Street in the City of Flagstaff, Arizona, which Capstone is developing as a mixed-use student housing apartment project (the "Project"); and

WHEREAS, Capstone obtained a conditional use permit for rooming and boarding in conjunction with a mixed-use project that requires Capstone to complete public sidewalk improvements along the west side of a segment of Beulah Boulevard between McConnell Drive and NAIPTA Bus Stop #8 (the "Beulah Sidewalk Improvements"); and

WHEREAS, the Beulah Sidewalk Improvements were also a condition of approval of the Traffic Impact Analysis that was completed for the Project; and

WHEREAS, Capstone is in the process of purchasing the property needed to construct the Beulah Sidewalk Improvements from Woodlands Village Shopping Center, LLC ("Seller") and desires that Seller convey the subject property, which is more particularly described and depicted in Exhibit A, directly to the City of Flagstaff; and

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

ENACTMENTS:

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

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

SECTION 2: That the City Manager, the City Attorney, the City Clerk, the Finance Director, the Real Estate Manager, 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 3. Severability.

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

SECTION 4. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary, related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 5. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of September, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit A

LEGAL DESCRIPTION
APN: 112-29-009
EXHIBIT 'A'
Ref No. #15208
2/18/2016

A portion of Lot 37, Woodlands Village Unit Three according to Case 4, Map 131, Official Records of Coconino County, said Lot 37 also being described as 'Parcel No. 1' per Instrument No. 3648879 and as shown on Instrument No. 3652188, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said Parcel No. 1, said point being in common with the south Right-of-Way line of W. McConnell Drive, from which a point on the west line of said Parcel No. 1 bears South 0°09'55" West, 248.09 feet (Basis of Bearing), (South 0°10'42" West R1);

Thence along said south Right-of-Way line, North 88°28'51" East, 39.45 feet to the beginning of a tangent curve concave to the southwest, and having a radius of 25.00 feet;

Thence continuing along said Right-of-Way line and southeasterly along said curve, 39.27 feet through a central angle of 90°00'00" to a point on the west Right-of-Way line of S. Beulah Blvd. and the **TRUE POINT OF BEGINNING**;

Thence along said Right-of-Way line, South 01°31'09" East, 67.30 feet to the beginning of a tangent curve concave to the west, and having a radius of 1487.89 feet;

Thence continuing along said Right-of-Way line and southerly along said curve, 528.54 feet through a central angle of 20°21'11";

Thence continuing along said Right-of-Way line, South 28°07'13" West, 48.41 feet;

Thence leaving said Right-of-Way line, North 61°52'47" West, 5.00 feet;

Thence North 28°07'13" East, 48.00 feet to the beginning of a non-tangent curve concave to the west, from which the radius point bears North 71°10'54" West, 1482.89 feet;

Thence northerly along said curve, 526.36 feet through a central angle of 20°20'15";

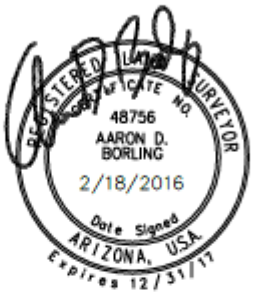
Thence North 01°31'09" West, 67.30 feet;

Thence North 88°28'51" East, 5.00 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.074 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.



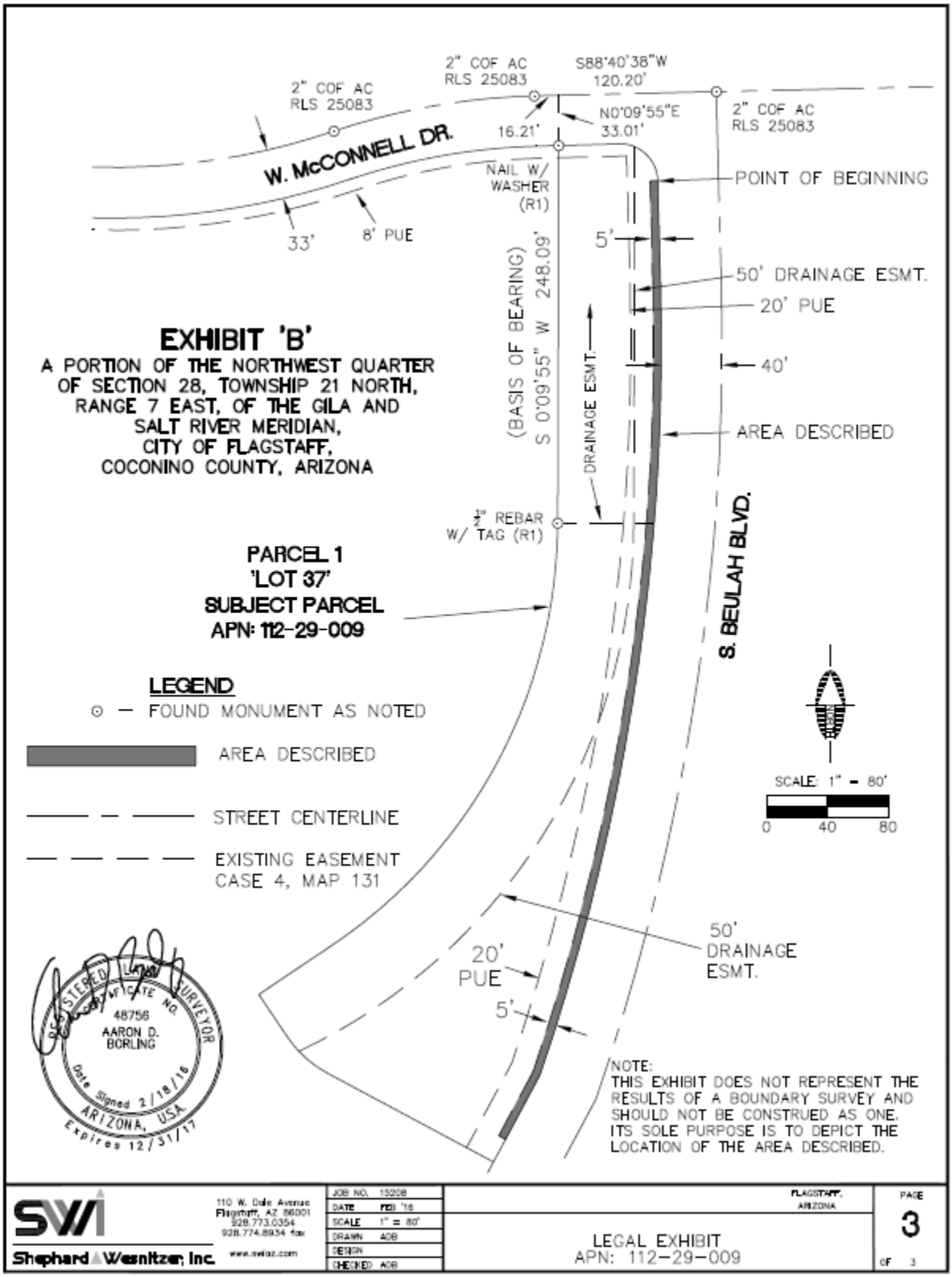


EXHIBIT 'B'
A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA
2" COF AC RLS 25083
2" COF AC RLS 25083
S88°40'38"W 120.20'
N0°09'55"E 33.01'
2" COF AC RLS 25083
16.21'
W. McCONNELL DR.
NAIL W/ WASHER (R1)
POINT OF BEGINNING
33'
8' PUE
5'
50' DRAINAGE ESMT.
20' PUE
(BASIS OF BEARING) S 0°09'55" W 248.09'
DRAINAGE ESMT.
40'
AREA DESCRIBED
½" REBAR W/ TAG (R1)
S. BEULAH BLVD.
PARCEL 1
'LOT 37'
SUBJECT PARCEL
APN: 112-29-009
LEGEND
FOUND MONUMENT AS NOTED
AREA DESCRIBED
STREET CENTERLINE
EXISTING EASEMENT CASE 4, MAP 131
SCALE: 1" = 80'
0 40 80
50' DRAINAGE ESMT.
20' PUE
5'
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 48756
AARON D. BORLING
Date Signed 2/18/16
ARIZONA, U.S.A.
Expires 12/31/17
NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.
SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
JOB NO. 15208
DATE FEB '16
SCALE 1" = 80'
DRAWN AOB
DESIGN
CHECKED AOB
FLAGSTAFF, ARIZONA
LEGAL EXHIBIT
APN: 112-29-009
PAGE 3 OF 3

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sara Dechter, AICP, Comprehensive Planning Manager
Date:	08/31/2016
Meeting Date:	09/06/2016

TITLE:

Public Hearing for Resolution No. 2016-31: A resolution of the Flagstaff City Council amending the Flagstaff Regional Plan 2030 by amending Chapter 3 to change the categories of Major Plan Amendments and establishing an effective date.

RECOMMENDED ACTION:

1) Open Public Hearing
2) Continue Public Hearing to September 20, 2016

Executive Summary:

The purpose of the minor amendments to Chapter 3 is to ensure a fair and transparent public process for all plan amendments and specific plans. The amendments would achieve this by creating a clear description of which development applications and City projects will require a major or minor plan amendment, clarifying the role of specific plans, filling in information missing from the current chapter, and reorganizing information in a more logical sequence.

Staff has limited the scope of this minor amendment to the content of Chapter 3. Changes to other Plan chapters may be considered as part of the future work program.

Financial Impact:

There is no financial impact related to this resolution.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:
7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans
8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

REGIONAL PLAN:
Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.
Policy LU.1.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.
Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.
Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.
Policy ED.1.2. Steadily improve access to easily understandable public information.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

Major plan amendments are inherently rare. There have only been a handful since 2001, when the last Regional Plan was adopted. It is difficult to determine if the result of any change to major plan amendment categories would result in greater or fewer major plan amendments. The amendments proposed to Chapter 3 are intended to correct factual errors in some of the language, vague descriptions that make it difficult to understand the categories for amendments, incomplete information about the relationship of the Plan to other laws and regulations, and illogical gaps in the categories provided in the ratified Regional Plan.

Adopting this amendment will make the procedures for the Flagstaff Regional Plan 2030 more transparent and will provide a fair process that helps the public and the applicant. It will also ensure that major plan amendments are applied for projects with requests tied to alter the underlying assumptions and balance of the Future Growth Illustration.

Background/History:

City staff is proposing minor plan amendments to the Flagstaff Regional Plan 2030, Chapter 3 How the Plan Works, as described in the Regional Plan Annual Report 2015. The Flagstaff Regional Plan 2030 (Regional Plan) is the General Plan for the City of Flagstaff. The amendment includes several types of proposed changes:

1. Changes proposed to major plan amendment categories and criteria (with options for addressing changes from Rural to Suburban Area Types),
2. Clarifications regarding minor plan amendment categories and procedures,
3. Adopt a clear and legally accurate description of specific plans,
4. Clarifications about the role of the City Council, and
5. Non-substantive editorial changes to the Chapter.

The reasons for these proposed changes are because of factual errors in some of the language, vague descriptions that make it difficult to understand the categories for amendments, incomplete information about the relationship of the Plan to other laws and regulations, and illogical gaps in the categories provided in the ratified Regional Plan.

Key Considerations:

The key considerations for this decision is whether or not the proposed amendments to Chapter 3 will:

1. Provide for clear and effective implementation of the Flagstaff Regional Plan,
2. Accurately reflect the legal environment of plan implementation,
3. Promote a fair and predictable government process applicants, and
4. Give the community ample opportunity to participate in decisions regarding plan amendments of all types.

Community Involvement:

Consult - The Comprehensive Planning Manager met with individuals and groups that were involved in the development of the Regional Plan and asked about their thoughts on major plan amendments before developing a detailed proposal for the public to review. This early feedback influenced several criteria in the table, including making goals and policies a major plan amendment category.

Involve - Staff provided a traditional public review period and posted the sections that changed the most on the Flagstaff Community Forum for the public to comment on and share ideas about how the changes could be different or clearer.

Expanded Options and Alternatives:

Staff's original proposal for the Rural to Suburban category was to have all plan amendments in this category be minor, because conditions of approval cannot be as effectively enforced when attached to a plan amendment compared to a zoning case. Public comment since the Planning and Zoning Commission's review has been centered on this issue and staff is offering to City Council three options for consideration.

- Option A: Treat all changes from Rural to Suburban as minor amendments (original proposal).
- Option B: Keep current major plan amendment category of Rural to Suburban greater than 20 acres.
- Option C: Only require a major amendment for Rural to Suburban area type proposals more than ¼ mile from an activity center.

Attachments: Att. A Res 2016-31
Att. D
Att. E
Att. F
Att. G
Att. H

RESOLUTION NO. 2016-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 BY AMENDING CHAPTER 3 TO MODIFY THE DESCRIPTIONS OF CRITERIA FOR MAJOR PLAN AMENDMENTS, ACCURATELY DEFINE THE ROLE OF SPECIFIC PLANS, AND COMPLETE MISSING INFORMATION 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, City staff applied for a minor plan amendment to the Regional Plan to amend Chapter 3, titled "How this Plan Works" to modify the descriptions of criteria for major plan amendments, accurately define the role of Specific Plans, and complete missing information; 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 May 25, 2016 and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the Planning and Zoning Commission recommends the amendment after the required notice and hearing; 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 September 6, 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 amendments to Chapter 3 accurately reflect the Arizona Revised Statutes requirements for major and minor plan amendments and Specific Plans;

WHEREAS, the City Council desires to amend Chapter 3 of the Regional Plan to modify the descriptions of criteria for major plan amendments, accurately define the role of Specific Plans, and complete missing information.

ENACTMENTS:

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

SECTION 1. That Chapter 3 of the Regional Plan is hereby amended to modify the descriptions of criteria for major plan amendments, accurately define the role of Specific Plans, and complete missing information, as indicated in the attached **Exhibit A**.

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 6th day of September, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Options for Plan Amendments for Changes from Rural to Suburban Area Types

Background

The Rural Area Type makes up 4.4% of the area within the City Limits on the Regional Plan's Future Growth Illustration (See Map for details). Currently, about 20% of the City is zoned for Rural Residential (RR) or Estate Residential (ER), which are the similar Zoning Districts. So the Regional Plan already calls for over 80% of areas that currently have a Rural zoning category (i.e. RR and ER) to convert to Suburban or Urban landscapes if Flagstaff is built out according to the Future Growth Illustration

The remaining 4.4% "Rural" landscape is primarily located in areas at the edge of the City, near County islands, or in areas that are difficult to serve with water and sewer. However, infrastructure improvements on adjacent properties may eventually make those areas more attractive or feasible for Suburban development. For example, the J.W. Powell improvements may make the Rural Area Type on the southeast side of Flagstaff more attractive to be purchased for Suburban neighborhood development at some point in time. So a request to change from Rural to Suburban area type is not imminent but is certainly a possibility that should be considered in setting criteria for major plan amendments.

Options

There are pros and cons to how changes from Rural to Suburban are treated (Summarized below and explained in more detail in Attachment D). Council may select an option for inclusion in the final amendment.

Option A: Treat all changes from Rural to Suburban as minor amendments (original proposal)

In the current Regional Plan, there is a major plan amendment category for "Rural to Suburban greater than 20 acres." In reviewing the categories originally, staff proposed that changes from Rural to Suburban be made a minor amendment. This was proposed because:

- Suburban Neighborhoods in the Regional Plan have a maximum density of 10 dwelling units per acre, unlike the Urban Neighborhood characteristics, which have no maximum density.
- Minor amendments will be accompanied by a precise zoning request and likely a site plan, so conditions of approval can be effectively attached to the zoning request. This would prevent someone from proposing single family homes in their major plan amendment request and then 3 years later proposing a medium density apartment building in their zoning request.
- The requirements for notification of surrounding properties and HOAs is the same for major and minor plan amendments.

One downside of Option A is that minor plan amendments do require fewer public meetings but the application requires more detail and the decision is easier to enforce. Another potential downside is that the public may perceive "minor" amendments as less important. They may therefore fly under the radar for some residents.

Option B: Keep current category.

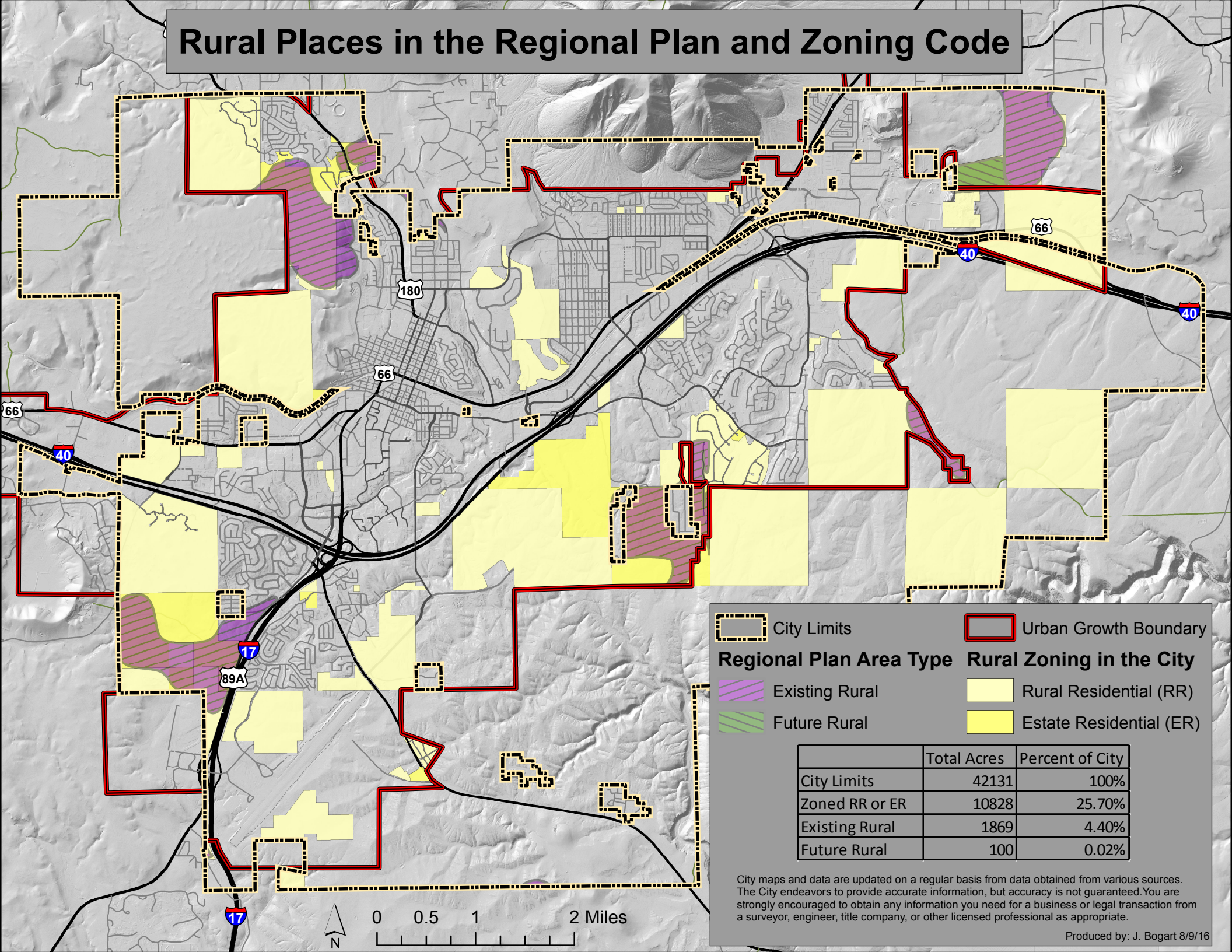
If we were to retain the current category for Rural to Suburban Area Types, it would be the only category with an acre limit. Under Option B, amendments with 19 acres would still be large enough to impact rural character but would not be treated the same as a 20 acres proposal. Option B would create an arbitrary threshold between proposals that staff does not support.

Option C: Require a major amendment for changes from Rural to Suburban Area Types more than ¼ mile from an activity center

> Option C would provide the greatest protection for the Rural Area Types. It would guarantee the most public involvement for Rural Areas in the Plan. Option C and would separate the plan amendment and the zoning request, which vests of property rights and allows the City to request conditions of approval that can effectively tie the development to the plan amendment. Option C would increase the amount of time and costs for submitting rezoning applications in these areas because of the additional year needed to process a major plan amendment. Option C could not guarantee that major plan amendment proposals are similar to their zoning requests as described for Option A.

Recommendation: Staff supports either Option A or Option C. Staff does not support Option B because of the arbitrary threshold between proposals that it would create.

Rural Places in the Regional Plan and Zoning Code



	Total Acres	Percent of City
City Limits	42131	100%
Zoned RR or ER	10828	25.70%
Existing Rural	1869	4.40%
Future Rural	100	0.02%

City maps and data are updated on a regular basis from data obtained from various sources. The City endeavors to provide accurate information, but accuracy is not guaranteed.You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate.

Produced by: J. Bogart 8/9/16

CHAPTER 3 AMENDMENT - PUBLIC PARTICIPATION PLAN

March 24, 2016

PURPOSE

A Public Participation Plan will provide a clear and comprehensive summary of all public participation opportunities and notification procedures required for the Chapter 3 Text Amendment.

PROPERTY OWNERS AND NOTIFICATION

The update of Chapter 3 does not impact any particular property; therefore, the requirement to notify property owners within 300 feet does not apply to this amendment. Instead, notification of the general public will take several forms:

- One-on-one and small group meetings to inform the public and seek early feedback
- Press releases for open house and hearings.
- Notification of the Regional Plan email list (approx. 340 recipients) prior to all meetings.
- Notification on the Flagstaff Regional Plan 2030 Facebook page prior to all meetings. Posts for Open House and Hearings will be cross-listed on other City social media and paid for promotions.
- Staff will develop a project webpage and check that it comes up in relevant search engines.
- Flyers for the open house on community bulletin boards around town.
- Posters for the open house in City Hall, libraries, and the Aquaplex
- Legal notices for public hearings.

MEETINGS OVERVIEW

In lieu of a neighborhood meeting, staff will hold a community-wide open house at City Hall on April 7th. The open house will provide an opportunity for the public to review the proposed revised amendment table and related text changes.

Prior to and after the open house, Comprehensive Planning staff will meet with several community groups to inform them of the proposed changes to the amendment table and text edits in Chapter 3. Community feedback gathered from these discussions will be reported back to the core team and presented at all public hearings. A calendar showing all community outreach is attached (Appendix A).

The Planning and Zoning commission will have an initial briefing on the plan amendment on January 27, 2016. There second briefing will be a work session to review the proposed draft on April 6, 2016. There will also be a Citizen's Review Meeting held during a working session with the Planning and Zoning Commission prior to the required public hearing.

The required Planning and Zoning Commission and City Council hearings will be held at City Hall approximately in May and June.

Online Public Involvement

Staff will post the draft proposal and a topic on the Flagstaff Community Forum during the 30 day comment period. Results of the online forum topic will be provided to the Planning Director in a report at least 15 days prior to the Citizen Review Session.

Meeting Schedule

Meeting 1: Initial Briefing to the Planning and Zoning Commission

January 27, 2016 6pm at Flagstaff Aquaplex

Meeting 2: Review of the Draft Proposal with the Planning and Zoning Commission

April 6, 2016 4pm at City Hall

Meeting 2: Open House, City Hall, 2 hours

April 7, 2016 4:30pm to 6:30pm at City Hall

The Comprehensive Planning Manager will consolidate the questions/comments heard at the open house meeting into a FAQ document that will be posted to the project's webpage and distributed to the email distribution list.

Meeting 3: Citizen's Review Work Session at Planning & Zoning Commission

May 2016, TBD

The citizen review work session shall be held at a work session of the Planning Commission scheduled not less than five days and no more than 14 days prior to the public hearing at the Planning Commission for the consideration of the proposed map and text amendments. Landowners and other citizens potentially affected by the proposed text amendment shall have an opportunity to address the Planning Commission on the proposal.

At least 15 days before the Citizen's Review Session, the final proposal shall also be posted on the City's website.

Methods to Keep the Director Informed

The Director will be notified immediately if there is any change in the location, date or format of the meetings. The results will be provided in a Record of Proceedings, as provided by City Title 11-10.10.020.

Evidence of Plan Approval

X

Dan Folke, AICP
Planning Director

Chapter 3 Regional Plan Amendment – Public Comment & Open House

Comprehensive Planning staff identified the need for clarifications and revisions to the Regional Plan's Chapter 3 – How This Plan Works. Specifically, revisions are required for a table used to determine if an application requires a major or minor plan amendment. Currently a public review period of the proposed changes is being held and will close on Friday, April 15, 2016. In addition to sending comments to the City through traditional methods, there is a new way for residents to comment on the Flagstaff Community Forum, using the new Digital Commenter. The Digital Commenter allows you to post your comments on a draft PDF and respond to comments from other citizens, so please share your thoughts online at www.flagstaff.az.gov/fcf by Friday, April 15.

The City will also host an Open House on the proposed plan amendment on Thursday, April 7, 2016 from 4:30 pm to 6:30 pm in the Council conference room.

You can download the draft amendment and find information about upcoming meetings at: http://tinyurl.com/planamendments. To be added to a Flagstaff Regional Plan notification email list, or to submit written comments about the proposed amendment, contact Sara Dechter, the City's Comprehensive Planning Manager at: sdechter@flagstaffaz.gov or (928) 213-2631.

Comments from Chapter 3 Minor Plan Amendment - 30 day review

Topic	Comment	Response
General	Please add a language definition everywhere a map is referenced, i.e., Map 25 (Road Network Illustration). People will not have map definitions memorized especially if one only references the document sporadically.	
General	there are basic spelling and grammatical errors	These will be corrected in the final between Planning and Zoning and City Council Review.
Neighborhood preservation	Where activity centers are defined next to, or part of a neighborhood, the neighborhood should be involved in the process	Requirements for notification of rezoning, annexation and plan amendment requests ensure that nearby residents are involved in the process. We have added a criteria related to the neighborhood area type.
Neighborhood preservation	I agree generally. I think there needs to be greater protections for neighborhoods. Development proposals visa-vis neighborhood protections feels very lopsided toward development proposals.	We have added a criteria related to the neighborhood area type.
Page III-11	I find it interesting that the proposed distinctions protect a minimum amount of resource space against reduction, but also require a minimum amount of human density. I suppose resource space is a horizontal planning issue, protecting edges and boundaries, but human density has a vertical component that does not necessarily work against resource space, though it requires the consideration of buildings with more bulk and scale. I am not sure the Citizens want bulk and scale everywhere. On the whole I recommend a re-write.	This comment summarizes the issue well. In order to meet the City's estimated demand for future growth and protection of open space, vertical mixed use is a necessary component. The plan does not call for increased density and intensity everywhere, only in activity centers and along corridors. The problem is that the City has zoning that allows activity center intensity and density in large areas outside of our designated activity centers. While the city can't force a property owner to build below their current entitlements, we can incentivize context appropriate scale and not create unnecessary barriers to neighborhood compatibility for those property owners who may wish to rezone to a lower intensity and density in the right locations.

Comments from Chapter 3 Minor Plan Amendment - 30 day review

Topic	Comment	Response
Page III-8 Specific Plans	There needs to be a sunset time for when a specific plan needs to be revisited. For example the McMillan Plan was about 15 years old and out of date by the time real development was possible. Times Changes things.	A good comment but outside the scope of this amendment. The place to make changes to procedures and content of specific plans is in Title 11 of the City Code. This is in the work program for the Comprehensive Planning staff within the next 2 years.
Page III-8 Specific Plans	New specific plans may 'clarify' but also must meet the goals and policies. That cannot be restated enough.	Language was removed
Page III-8 Specific Plans	Special Area Plans and studies should be given very high weight in conjunction with the regional plan for conformance unless Council specifically rejected them at the time of completion. This is because with staff or council changes something completely worthy of all the protocol and input can slip by without formal approval. Their value, if done correctly, reflects the areas desire no less.	Language was changed to reflect that even though they cannot be used for findings of conformance that they reflect the community desires unless specifically rejected.
Page III-8 Specific Plans	…the proposed new Special Area Studies section…creates more rather than less confusion. This language gives the example of the 2005 Southside Plan to indicate that, on the one hand such a plan exists, while on the other hand it wasn't adopted--on the one hand, much effort on the part of citizens and staff was spent creating it, on the other hand staff is free to disregard it despite the progress it did make through the system…. as it appears the city will not be undertaking a new Southside Plan in the foreseeable future, it seems especially pointed to dismiss what we do have, though imperfect	Staff rewrote the section to simplify and to recognize that the studies has value even if they cannot be used in conformance analysis. Appendix A was also reorganized to demonstrate which plans have been adopted in what ways.

Comments from Chapter 3 Minor Plan Amendment - 30 day review

Topic	Comment	Response
Page III-8 Specific Plans	Explain what a specific plan is up front and explain the differences more clearly and simply.	Staff reorganized this section of the chapter and made it brief based on other comments but incorporated Title 11 by reference. Title 11 is the appropriate place to outline the purpose, content and procedures for Specific Plans.
Page III-8 Specific Plans	The language is unclear because there is more to the story than, "The Flagstaff Regional Plan cannot supersede specific plans adopted by ordinance." For example, my understanding is that only portions of the ordinance-adopted specific plan (goals and policies) cannot be superseded. But there are other portions of specific plans which are advisory only. This needs to be made explicitly clear! This chapter must be able to stand on it own two feet; where required it needs specificity not just simplicity.	Good point. We'll clarify that each specific plan provides guidance on how to interpret it. There are everything from standards to aspirational statements in these documents.
Page III-8 Specific Plans	The new language doesn't so much make it more clear as cover itself regarding the Southside 2005 Plan. The current language in the FRP assigns value to that plan, which it should since it was an important citizen effort. This new language takes a roundabout path toward discrediting the report entirely for not having been adopted. As I understand, since the Southside Plan would be the next specific plan to be re-written, why not leave it as is? The SSP may be outdated but outlines the shared vision for the area quite accurately. Now,with inappropriate development pressing on the area, would be a very poor time to change this language.	The 2005 Southside Plan was not adopted as a specific plan. Regardless of what the current plan says, State law does not allow for it to be considered equally to the Regional Plan or an adopted specific plan because it cannot be used in a finding of conformance. That does not discredit the document as a valuable resource that captures the values and aspirations of the community at the time. Updating the plan and seeing it brought forward for adoption is an important future project for the Comprehensive Planning program. There have now been two development cases where the current language lead to misleading expectations and it is therefore important to replace the oversimplified language. Because the status of a plan can change over time, staff has removed the specific examples from the Chapter 3 text and included them in Appendix A.

Comments from Chapter 3 Minor Plan Amendment - 30 day review

Topic	Comment	Response
Page III-8 Specific Plans	the explanation of plans adopted by ordinance, by resolution, or commissioned but not officially adopted, or amended but only by the City, is generally confusing. I understand the distinctions because I have the deep background. But do these paragraphs need to be said at all? The language is not clarifying	Specific Plans are an essential tool in plan implementations. They do need to be described accurately in this chapter. Staff will refine the section to make it simpler and easier to understand.
Overall direction	It is clear from the development of the HUB that the regional plan and city zoning codes aren't working. We should quit hiring California people to tell us how we want our City to be. Flagstaff looks more and more like CA all the time, due to this misguided approach. If we are going to let the HUB proceed, we should just scrap the entire planning process, cuz it ain't working.	Not relevant to the proposal
Page III-10	The process for major and minor plan amendments needs to be defined. For example, major plan amendments require 15 public comment periods, over a 3 year time period, etc. I am being facetious but I hope you see my point - need to understand the procedural differences between the two type of amendments.	The process is defined in detail in Title 11 of the City Code. We will add a call out box that provides some basic information but defers to the City Code for details.

Comments from Chapter 3 Minor Plan Amendment - 30 day review

Topic	Comment	Response
Page III-10	At this point, my confidence that the Plan will be interpreted and applied as the Regional Plan Citizen Advisory Committee (CAC) and voters intended is low. As such, the proposed text about ALL types of amendments not listed as major are minor does not sit well. I think absolutes like ALL can be problematic. I fear design arounds to a proposal that would have triggered a major plan amendment, but with a slight tweak, now "downgrades" it to a minor amendment with less public input. My interpretation may be way off, but that is part of my point, the process needs to be explicit and clear so there is no opportunity for misinterpretation.	We made some additions to this paragraph to clarify. There is no legal way to make administrative changes to the Regional Plan. So the statement that any amendment that is not major is minor is actually an accurate description of the current condition. Once the City establishes categories for major plan amendments they cannot make ad hoc decisions that upgrade minor amendments to major. To add a new category, the plan must be amended. The current table listed some types of minor plan amendments but not all and as a result was confusing for applicants. If someone proposed a project that needed to amend the plan but was not listed in the current table, the City would still require a minor amendment.
Page III-10 and 12 Future v. existing area types	The section, "Minor Amendments to Other Maps and Plan Content," is very concerning. It reads that changes to land use would be decided equally on what is written in the document as proposed future development and what is existing and possibly embraced by citizens as their preference. First this sets us up for conflicts. What is in the doc as possible futures are only that: possible. The possible development described in the doc may be widely out of favor with public desires even when written and/or out of scale by the time it could be built and so if in the doc it could be pushed on the community.	The future area types in the Regional Plan are not merely possible outcomes of the future condition. The entire plan was calibrated based on the community charrettes to a community model that integrated, the built and natural environment to optimize a future Flagstaff with 150,000 residents and 75,000 jobs (see Page II-11). If the development that occurs is far under the intensity and density described by activity centers and future area types, there may not be affordable housing, enough good paying jobs, room for business to grow, larger environmental impacts, increased congestion, and a less efficient use of water and sewer infrastructure. The transition between the existing condition and the future condition is an essential ongoing community conversation, but to universally favor the existing to the future conditions undermines the foundation of the Regional Plan and would result in a less sustainable future for our community.

Comments from Chapter 3 Minor Plan Amendment - 30 day review

Topic	Comment	Response
Page III-11	Thank you for the opportunity to respond to the proposed Regional Plan Amendments. I was a member of the Regional Plan Advisory Committee. I have a few constructive comments. First, there is nothing that is transparent in the proposed substitution of one Table for another. This may be partially due to the nature of our Plan which is more about Placemaking, relies less upon traditional mapping, and emphasizes creating intensity and density centers. Still, and for example, it is hard to comment upon the proposals without actually attaching Maps 21, 22 & 24.	This comment was received on the community forum. Staff added links to the maps within a few days. One of the ways the city staff improved the chapter between the current and proposed version is adding explanatory information about the interpretations commonly used for maps 21 and 22 so that we can be consistent in our reviews and transparent with the public. A better introduction to this section and clearer heading were provided as a result of this comment
Page III-11	#6 Many activity centers designated on the map were placed 'just because' but with no description of density. Therefore the phrase should include both 'reduce and increase' density.	There is a description of density that is general to all activity centers and specific plans can refine or redefine those ranges. The densities have no maximum right now (for example 6 du/acre+) and so it would be impossible to develop a case in an activity center that is requesting an increase in density and intensity outside the range of what the plan calls for. Because of this, the maximum building heights in the zoning code are the only controls for maximum density and intensity.
Page III-11	Any part that talks about Activity Centers is problematic at this point because the CAC designations on the map had no discussion as to density or anything other than at some point there may be an intersection and development or something already exists. Activity center is an incompletely defined concept and yet it is used that defines a major or minor amendment.	Further refinement of language related to activity centers will be considered as part of the next plan amendment in the program schedule. This amendment is meant to update Chapter IX: Growth and Land Use. Updating how activity centers are refined and defined could have major impacts on the outcomes of the plan.
Page III-11 &12	#3 The relevant example on page III-12 is not clear.	Clarified
Page III-12	the minor amendment examples need clarifying. For example adding or deleting a policy could change the intent of the corresponding goal.	Added policies into the major plan amendment category

Comments from Chapter 3 Minor Plan Amendment - 30 day review

Topic	Comment	Response
Page III-12	The whole thing with urban and suburban seems tangled up with major amendment definition.	Broke it into 2 examples to try and clarify
Page III-12	In general I am uneasy with Page III-12 because in reading it I don't form a clear picture of the checks and balances.	Added explanatory sentences to page III-12. Staff may consider enhanced participation for minor plan amendments, such as a public review period, when the next round of Title 11 updates are considered.
Page III-12	Growth Boundary changes are mentioned as a criteria both in the major amendment wording and minor amendment example. Can it happen in both?	Added a clarifying example
Page III-13	Make the language about future and existing area types clearer that they reference maps 21 and 22 and that they are tied to descriptions in the tables of characteristics in Chapter 9	Added clarifying language
Page III-2	Diagram, Was Vision 2020 finished in 1996?	Started in January 1996 and completed in June 1997
Page III-4	History: The Guide 2000 was the first general plan that talked about goals, open space, FUTS and alternate transportation in a way that reflected city wide input. It is a great reference if one wants to understand our city development from about 1988 to 2005. It is really the basis for Vision 2020 and the 2001 regional plan.	Modified description of the Growth Management Guide 2000 on page III-4 in the call out box to emphasize its foundational purpose.
Page III-5	Use of the broad term 'property rights' bothers me because it can be over interpreted. How about just zone changes?	Removed language and replaced with development applications and city-led projects to identify the scope of the decisions relevant to the plan.
Page III-5	Don't delete 'development approvals' because that is the final step that reflects the goals of the regional plan. The term is used on page III-6.	Put it back in with clarifying language

Comments from Chapter 3 Minor Plan Amendment - 30 day review

Topic	Comment	Response
Page III-5	The added phrase 'intended to be' I don't think reflects the understanding of the CAC. It should be deleted because it assumes something I don't believe is the total thought.	Done.
Page III-5	It is also unclear to me why the words "development approvals" are deleted given the role council plays in approving rezoning requests as well as CUP appeals and other appeals that may come before it.	Not all development approvals are discretionary or presented to the City Council. Some are completed administratively. In addition, not all decisions before Council give equal weight to the Regional Plan. For instance, CUPs do not need a finding of conformance with the Regional Plan.
Page III-5	I am concerned about the meaning of the changes to the role of city council on page III-5. The box on the right indicates that some language was struck, but only three words "inform a final" were shown as struck and those words are out of context.	This sentence has been rephrased to clarify the meaning and intent.
Page III-6	Don't delete 'or applications'. This is one of the points some public are using in discussing the HUB project. It encourages public input which also helps in implementing the Regional Plan reflective of its community goals.	The change in wording does not change the meaning, given the list of examples that follows and remains unchanged. Poor wording led to confusion over the legal extent to which the plan can be applied in development decisions.
Page III-8 Specific Plans	The present moment, when there is so much disagreement about whether the Regional Plan is being appropriately applied to large development projects, is exactly the wrong time to try to fine tune the language.	The language in the plan that is largely the source of current disagreement related to Chapters 8, 10 and 13 of the Regional Plan. Any policy analysis, whether for a major or minor plan amendment, would address the trade-offs between these policies. The Region Plan was meant to provide more flexibility than the 2001 Plan. It was also meant to be revised an updated regularly to reflect current issues and concerns. None of the changes proposed would have influenced how the Regional Plan was interpreted in recent development cases.

Comments from Chapter 3 Minor Plan Amendment - 30 day review

Topic	Comment	Response
Page III-9	When is the Annual Review due if you delete the phrase? Will the public be purposefully notified of its completion and availability?	The annual review is due on a date that is now left to the discretion of the City Manager. Right now the report is compiled after the budget process is completed for the next fiscal year but before the work program has begun. This is in part due to the timing of data availability. If data availability and reporting can be streamlined in the future, then the report may be prepared and sent to Council earlier in the process.
Prop 207	It terms of the new language, it is important to note that in a Prop 207 world, "changes in property rights" are a one way decision. Council can increase property rights, but its ability to decrease them is quite restricted.	This sentence was changed to remove this language based on other comments. All potential Prop 207 issues are discussed with the City's legal department.
Staff priorities	Leave the update of Chapter 3 alone in favor of more pressing matters in the community, like the Southside Plan	Staff began working on the update to Chapter 3 in November 2015, based on direction from Council to proceed with a strategic plan for updating the Regional Plan identified in the Annual Report. The City Council did not provide direction on which specific plan staff should pursue next until January 26, 2016. Completing a Specific Plan take about 5-10 times more work than a minor amendment, therefore they are not interchangeable projects.
Timing and Process	The CAC worked on the plan for 5 years, the revision process is not equal to the effort made to create the original.	Records and interviews with former CAC members show that Chapter 3 was not reviewed or discussed with the CAC prior to public hearings. The review period for this plan amendment is intended to provide a second chance for those involved in developing the Plan to comment and revise this section.
Timing and Process	The current draft of the regional plan was developed by a committee of citizens who met over a number of years. It was then extensively revised by city council and passed by the voters.	Records and interviews with former CAC members show that Chapter 3 was not reviewed or discussed with the CAC prior to public hearings. The review period for this plan amendment is intended to provide a second chance for those involved in developing the Plan to comment and revise this section.

Comments from Chapter 3 Minor Plan Amendment - 30 day review

Topic	Comment	Response
Timing and Process	The citizen's committee spent 5 years bringing this update forward. To relegate any revisions to a (very) short term window, and an online process, is quite the slap in the face for all who volunteered so many hours to such a lengthy process. I ask you to extend the process a minimum of 30 days, and perhaps consider alternative avenues for additional input.	The process for the proposal included in-person meetings with several members of the Citizen's Advisory Committee prior to creating a proposal. During those interviews, all but one member had no memory of reviewing Chapter 3 in advance of public hearings and noted that there was very little comment or public input on this topic at the time. Meeting notes also lack evidence of collaborative input on this chapter of the Plan. Staff, therefore, proceeded with providing a more focused second chance for the public to review the Chapter. Prior to releasing a proposal, staff held a work session with the Planning and Zoning commission that was open to the public on January 26th. Staff created opportunities for public involvement during the 30 day comment period both online and in person. In person opportunities included an open house on April 7th and another Planning and Zoning Commission work session on April 13. In addition, the Comprehensive Planning Manager was available for one-on-one meetings, of which there were 2 during this time period. There will be another chance for involvement at a Citizen's Review Session, which is a meeting of the Planning and Zoning Commission tentatively scheduled on May 11th.
Timing and Process	Agree...please extend both the process and outreach. I see members of the community struggling to understand the ramifications of the replacement text throughout this Chapter. As we are finding, the words matter.	The process for a minor plan amendment was enhanced in the case of this amendment. No comment period is required by Title 11 and staff scheduled time to meet one on one with interested individuals and organizations before developing a proposal for review. There will be further opportunities for citizen's to comment on the proposal during the public hearing process.

Track Changes Key

Initial proposed text | Post public comment text

III

HOW THIS PLAN WORKS

Who this Plan is For

The *Flagstaff Regional Plan* applies to the 525-square-mile FMPO planning area. It extends from Bellemont to Winona and from Kachina Village and Mountainaire to north of the San Francisco Peaks. The Plan serves as the general plan for the City of Flagstaff, and in the county areas works in conjunction with the Coconino County Comprehensive Plan and other community area plans. This Plan is for the people that live here, and the businesses that employ here. This Plan is for the visitors, prospective businesses, elected officials, City and County departments, the development community, interest groups, and resource agencies. This Plan is for the present and future generations.

How this Plan is Used

The *Flagstaff Regional Plan* is used for decision making so that Flagstaff City government is accountable for publicly derived policy outcomes and goals. It also provides the basis for policies and regulations to guide physical and economic development within the Flagstaff region. The Plan will be used as a guide, or roadmap, for the future of the City and the region, and it establishes priorities for public action and direction for complementary private decisions, thus striving to establish predictability in the decision-making process.

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. This Chapter works in conjunction with Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), to establish the process for how to amend the Plan.

Inside this Chapter:

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Photo by: Brittney Proctor

Connected chapter to City code

The Planning Process

Why Do We Plan?

We plan in order to guide growth and development in a way that allows our region to remain an outstanding area in which to live. We also plan so that we may build and pay for larger projects that benefit our whole community, present and future. This Plan presents a comprehensive vision for the future of the area, and provides guidance as to how that vision can become a reality.

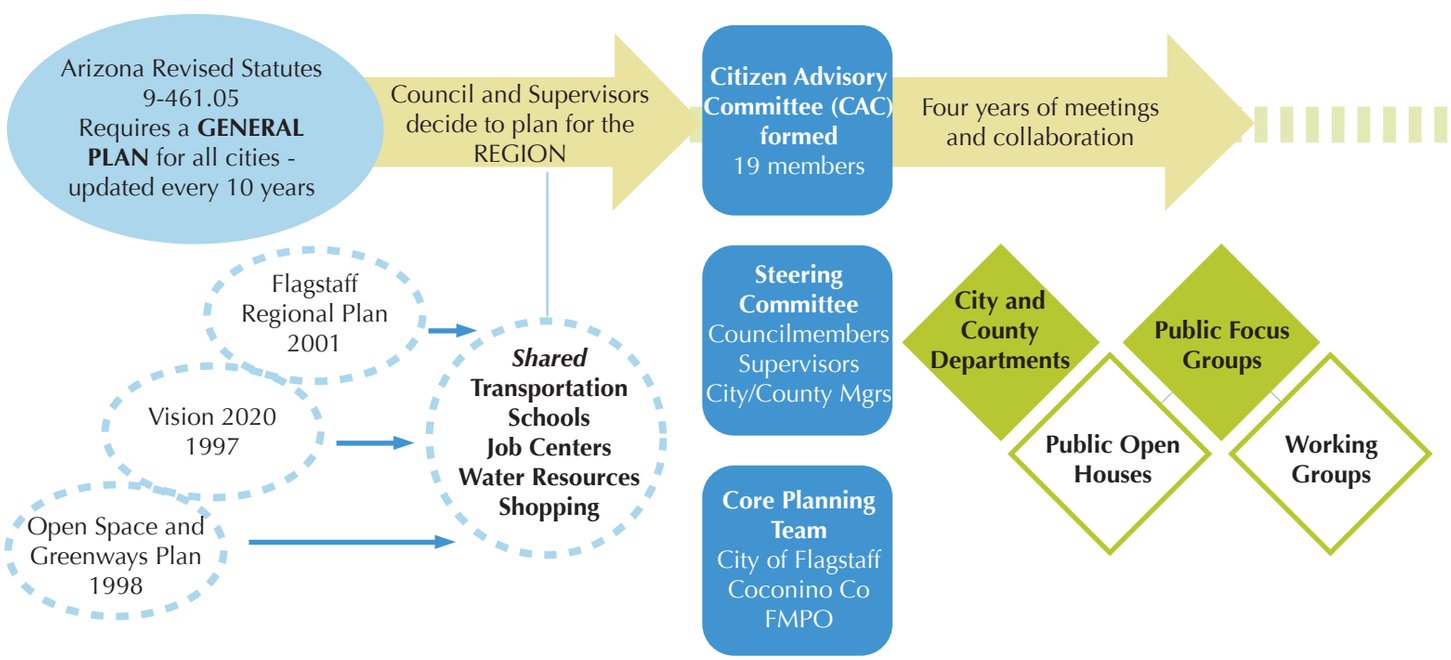
Why Do We Have a Regional Plan?

The Growing Smarter Statutes adopted by the State Legislature in 1998 and 2000 require that all municipalities and counties adopt general or comprehensive plans, and that these plans be updated every 10 years. However, the principal reason to have a plan is to make informed choices about our future. The *Flagstaff Regional Plan* contains goals and policies that provide guidance for making choices about public investment and for setting priorities.

A Regional Focus

The City and surrounding communities all have unique identities and characters, but as a whole, the greater Flagstaff area functions as a unified community. Residents of the outlying neighborhoods and tribal lands work and shop in the city, attend the schools, and use the services and medical facilities that are largely located within the City. The City and the County do address capital improvements differently; however, economic and environmental issues such as water and air quality, forest protection, and open space do not adhere to political boundaries. As such, the City and County chose to partner on the Plan even though they were not legally required to do so.

Creation of *A Vision for our Community: Flagstaff 2020* was the first step in bringing the City and County together, which was continued through the 2001 Regional Land Use and Transportation Plan (RLUTP) and enhanced in this *Flagstaff Regional Plan*.



How We Got Here

The *Flagstaff Regional Plan* is the guiding policy document for the City of Flagstaff as required by state law. It is important that the Plan was created as a collaboration of Flagstaff citizens, public officials, and staff members, using an open planning process. A 19-member Citizen Advisory Committee (CAC) was appointed by the Flagstaff City Council and Coconino County Board of Supervisors. The CAC met monthly or bimonthly for over four years to develop the vision, guiding principles, and goals and policies for each of the topics covered by this Plan. In addition, a Steering Committee ~~composed~~ comprised of two Councilpersons and two Supervisors met quarterly to keep the process on track and make sure the public participation plan was effective. A core planning team of City and County staff also met regularly throughout the process to provide support to the CAC, draft sections of the Plan, and carry out all aspects of public participation. Hundreds of City and County residents provided important comments through open houses and focus groups, provided comments on the web site, blogs, and participated in surveys, all of which were crucial in defining the Plan's direction.

Creating a Plan that Works

The *Flagstaff Regional Plan* is a living, working plan that relies on the disciplined and artful execution of three activities. First, the analysis of local conditions and historical trends, larger trends, our community vision, and best practices was learned from other communities. Second, the information gathered for those inputs was incorporated in a planning process that recognized the high level of economic, social, and environmental uncertainty we currently face. Third, the Plan must communicate transparently how those inputs were utilized and why the final plan decisions were chosen over other alternatives.

Flagstaff's Planning History

1945 – The City of Flagstaff's Planning and Zoning Commission is established

1957 – A Workable Program is established as a prerequisite to any city redevelopment activity and includes a 20-year physical growth plan

1959 – The *City of Flagstaff Metropolitan Plan* is published

1964 – Coconino County adopts its first zoning ordinance and subdivision ordinance

1965 – Flagstaff General Plan is created

1969 – The Flagstaff City Council adopts a General Plan for the Year 1985 as a guide to the development of the Flagstaff planning area

1974 – The *Coconino County General Plan 1990* is adopted as the County's first comprehensive plan

1975 – The City's 1969 General Plan is revised and renamed the 1990 General Plan

1986 – The Flagstaff City Council adopts the *Growth Management Guide 2000* as ~~a~~ the City's first comprehensive physical plan for ~~the City's~~ growth ~~and the central frame of reference for all other city plans~~ that included goals, open space, FUTS and alternate transportation in a way that reflected citywide input. The Guide was the foundation for all other City plans and future general plans

1990 – The *Coconino County Comprehensive Plan* is adopted, differing from its 1974 predecessor by including goals and policies for future growth and development

1997 - *A Vision for our Community: Flagstaff 2020* is developed through a visioning process involving more than 5,000 community members in interviews, focus groups, and surveys designed to elicit a common vision for Flagstaff's future in the year 2020

1998 – The *Flagstaff Area Open Spaces and Greenways Plan* is published "to provide guidance in protecting and preserving existing open spaces with the demands of urban growth"

2001 – The *Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)* is developed as a cooperative effort by the City of Flagstaff and Coconino County, based on the 2020 visioning process, as a resource plan created to guide future land use decisions in the City of Flagstaff and surrounding areas

2003 – The *Coconino County Comprehensive Plan* is updated in response to the state's Growing Smarter Act of 1998 and Growing Smarter Plus Act of 2000, requiring counties to update their comprehensive plans prior to December 31, 2003

SOURCES: "A Short History of Planning and the Future in

Moved Flagstaff's Planning History box from page III-11 to III-4 and removed title "Flagstaff's Planning History" from within the box.

Updated per public comments

Implementing the *Flagstaff Regional Plan*

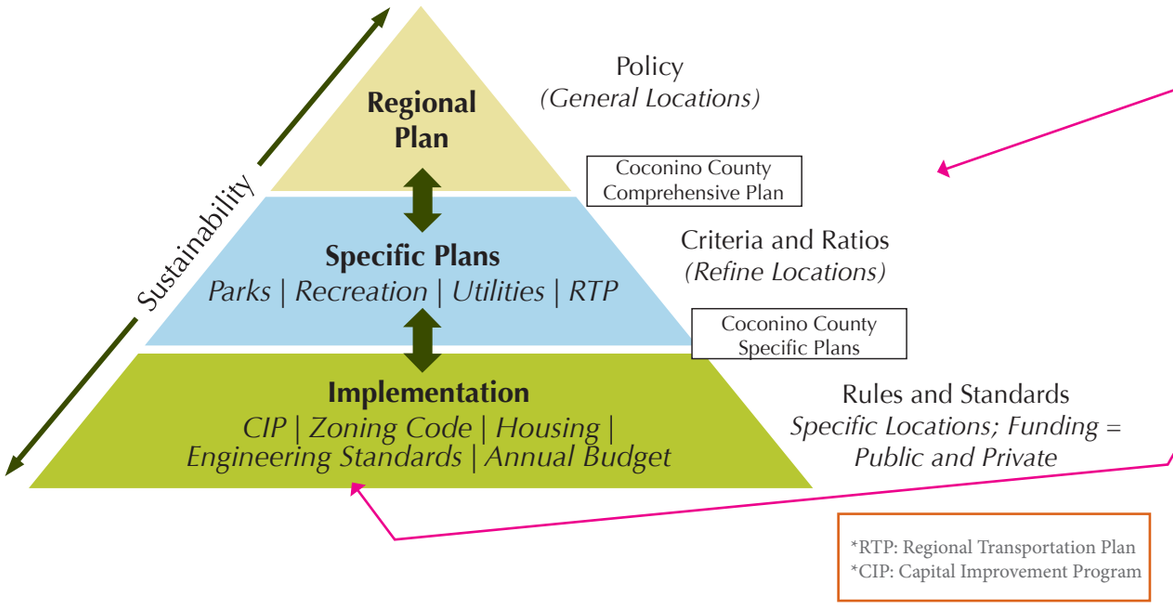
The relationship between the *Flagstaff Regional Plan* and such implementation tools as master plans, the Zoning Code, and other regulations is illustrated below; the *Flagstaff Regional Plan* establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies. City-adopted master plans and County area plans, City and County Zoning Codes, and other City codes, on the other hand, implement the goals and policies of the *Flagstaff Regional Plan* by providing standards, regulations, and tools for land development.

City of Flagstaff

Who Implements the Regional Plan?

Most importantly, the *Flagstaff Regional Plan* is used in the regulatory decision-making process by the City Planning and 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 of which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. When reviewing development proposals,

Replaced subtitle ~~Implemetation by Decision Making~~ with "Who Implememnts the Regional Plan?"



Moved Pyramid graphics from page III-4 to page III-5

Changed ~~Engineering | Standards~~ to Engineering Standards

City staff, the Planning and Zoning Commission, and the City Council will review applicable goals and policies to determine whether a proposed development is consistent with the Plan. The Future Growth Illustrations (Maps 21 and 22) 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 Plan is also used to guide decisions related to the expansion of public infrastructure, for example, the building or improvement of new roads and trails, investment in parks or public buildings, and other facilities. Many initiatives to improve the community start at the grassroots level. Thus, the Plan may be used by all citizens in order to ensure that new development conforms to the Plan and for assistance in implementing actions that will further the Plan's vision and direction. Generally, the City will use the Plan as follows:

- **City Council**—will use the Plan to ~~inform a final~~ evaluate development applications and City projects that come before Council and require consideration of the Plan ~~requests for changes in property rights~~. The Plan is the basis for the finding of conformance and discussions of compatibility ~~decisions~~ for such ~~most~~ land use decisions, ~~efforts~~ including Regional Plan amendments, zoning map amendments, annexations, discretionary development applications ~~approvals~~, and master/specific plans, ~~such as the City's *Open Space Plan*~~. The *Flagstaff Regional Plan* provides a general background (why/intent), goals and policies (how), and a sense of priorities for making decisions. The Plan is ~~intended to be~~ broad enough to permit Council priorities to change between major plan updates.

- **City Planning and Zoning Commission**—serves in an advisory role to the City Council, and will use the Plan similarly, possibly to provide a clear connection to supporting technical documents to best justify or explain their recommendations.

- **City Management (including legal counsel, department, and division heads)**—also serve in an advisory role to the City Council, and will use the Plan to review staff recommendations, assess legal implications (e.g., property acquisition or impact issues), and explain budget and program recommendations (e.g., funding for master planning efforts, regulation

Corrected confusing/ inaccurate language

Updated per public comments

Photo by: Tom Bean

[Proposed text]-
City Council—will use the Plan to evaluate development applications and City projects that come before Council and require consideration of the Plan. The Plan is the basis for the finding of conformance and discussions of compatibility for such land use decisions, including Regional Plan amendments, zoning map amendments, annexations, discretionary development applications, and master/specific plans. The *Flagstaff Regional Plan* provides a general background (why/intent), goals and policies (how), and a sense of priorities for making decisions. The Plan is broad enough to permit Council priorities to change between major plan updates.

updates, business attraction efforts, facilities planning).

Clearer wording

- **Public Agency Staff**—will use the Plan to develop and evaluate development application ~~application of regulations to development~~ requests such as Regional Plan amendments, zoning map amendments, subdivision plats, and other requests that require recommendations to management and governing bodies. The Plan will permit staff to clearly communicate to applicants the community expectations and concerns relevant to the property in question, subsequent recommended modifications or conditions for approval, and the reasoning behind them. Further, the Plan will be an essential tool for all City staff when, for example, prioritizing capital improvement projects, pursuing land acquisition, and developing agency budgets.

- **Development Community/Realtors/Prospective Buyers/Land Owners**—will use the Plan to determine the desirability of different development proposals on their properties, advise developers or owners on best available properties suitable to a proposed use or "highest and best use" for a given property, inform on the range of possible uses surrounding a property and their potential impacts on that property, and inform on long-range changes including infrastructure.

- **Interest Groups (e.g., environmental, business, education)**—similar to property owners, interest groups will use the Plan to advocate positions related to proposals ~~or applications~~, but often on a broader range of policy issues. These groups may use the Plan to advocate for or against new initiatives such as plans, infrastructure investments, educational programs, or business districts.

- **Resource Agencies**—will use the Plan in discussions with the City on resource/agency management plans, joint agreements, and cooperative initiatives.

- **General Public**—requires an accessible Plan that allows them to decide on whether the Plan ~~it~~ represents the "right" direction for the region.

- **Future Generations**—will have the full benefits, as well as address the challenges, of this Plan.

~~Implementation Through the Development Process~~ How Do We Implement?

The *Flagstaff Regional Plan* is intended to play a pivotal role in shaping the future of the City. Implementation of the Plan will evolve over time with new budgets, capital plans, work programs, and changing priorities, but listed below are some practical ways to ensure that future activities are consistent with the *Flagstaff Regional Plan*:

Photo by: K DeLong

- **Capital Improvement Plans—**The City's capital improvement plans and long-range utility and transportation plans will be prepared consistent with the Flagstaff Regional Plan's land use policies and infrastructure recommendations (water, sewer, stormwater, transportation, and parks/recreation). Major new improvements that are not reflected in the Flagstaff Regional Plan, and which could dramatically affect the Plan's recommendations, should be preceded by a comprehensive update to the Plan.

- **Development Approvals—**The approvals process for development proposals, including zoning map amendments and subdivision plats, are an important implementation tool of the Plan. The City of Flagstaff's Zoning Code (Flagstaff City Code, Title 10) and the Subdivision Regulations (Title 11) will be updated in response to regulatory strategies presented in the Plan.

- **Illustrative Plans—**These are plans or maps that depict (illustrates, but does not regulate) the streets, lots, buildings, and general landscaping for ~~of a~~ proposed

development and redevelopment areas.

- **Master or Specific Plans**—Master plans or specific plans should include a statement(s) describing how the plan implements *Flagstaff Regional Plan* goals and policies, and how it is compatible with the Plan.

- **Economic Incentives**—Economic incentives should carry out *Flagstaff Regional Plan* goals and policies. ~~Geographic~~ Areas identified by specific and illustrative plans should have higher priorities for incentives and public/private partnerships.

- **Private Development Decisions**—Property owners and developers should consider the strategies and recommendations of the Plan in their own land planning and investment decisions. Public decision-makers will be using the Plan as a guide in their development-related deliberations.

- **Annual Work Programs and Budgets**—The City Council and individual City divisions will use the ~~recommendations of the~~ Plan when preparing annual work programs and budgets.

- **Future Interpretations**—The City Council should call upon the City Planning Director and Planning and Zoning Commission to provide interpretation of major items that are unclear or are not fully addressed in the Plan. In formulating an interpretation, the Planning Director and Commission may call upon outside experts and other groups for advice. Minor items that require interpretation should be handled by the appropriate agency as it implements the Plan.

- **Staff Reports**—When preparing reports to the City Council and City Commissions, staff reports should identify if and how the Plan's goals and policies are being implemented.

Coconino County

For areas outside the City of Flagstaff limits, but within the FMPO boundaries, the *Flagstaff Regional Plan* will guide land use decisions in conjunction with the Coconino County Comprehensive Plan and applicable area plans. The goals and policies in the Plan are used by County planning staff, the County Planning and Zoning Commission, and the Board of Supervisors to evaluate development proposals and to determine if such developments are appropriate for the unincorporated areas of the FMPO region. The *Flagstaff Regional Plan* is consistent with and complementary to the Coconino County Comprehensive Plan and the local community area plans in the region. These plans are decision-making tools used by residents, landowners, developers, Coconino County Community Development, Planning and Zoning Commission, and the Board of Supervisors. The Plan also serves as a comprehensive reference and blueprint for community programs as well as for public- and private-sector initiatives.

Moved paragraph "Coconino County from III-8"

Relationship to Other Planning Documents

The *Flagstaff Regional Plan* incorporates, updates, and builds upon many past planning efforts within the Flagstaff region, and every effort has been made to ensure consistency with these other planning documents and to minimize conflicts.

Appendix A contains a list of documents that implement, or are related to, the *Flagstaff Regional Plan*.

Moved sentence from bottom of page III-8

Flagstaff Pathways 2030 Regional Transportation Plan

The FMPO adopted the *Flagstaff Pathways 2030 Regional Transportation Plan (RTP)* in December 2009 that identifies and prioritizes future transportation investments for roads, public transit, and trails. This plan evaluates the cost and effectiveness of projects for each major travel mode and addresses the relationships between land use, transportation, the economy, and the environment. This document is updated every five years.

Other Regional Planning Documents

There are two federal management plans in the planning area for Walnut Canyon National Monument and Sunset Crater Volcano National Monument. In addition, the Coconino National Forest has been working to revise its Forest Plan. At the county level, the *Coconino County Comprehensive Plan* adopted in 2003 also applies to the 460 square miles of unincorporated county land within the *Flagstaff Regional Plan* area. In addition, the County has 10 community area plans, of which five are within the area covered by the *Flagstaff Regional Plan*—Bellemont, Fort Valley, Doney Park Timberline-Fernwood, Kachina Village, and Mountainaire. These area plans also have goals and policies specific to each community and four of the five also have design review overlay guidelines which serve to ensure that new commercial buildings are compatible with the character of each community.

~~Study Area Plans~~ Specific Plans and Studies for Areas and Corridors

~~**Over the past decade, the City of Flagstaff's RLUTP proposed the development of special study area plans to deal with unique community and neighborhood issues, including, for example, the** *Southside 2005 Plan* **and the** *La Plaza Vieja Neighborhood Plan* **(2011). These study area plans were developed in close coordination with local residents.**~~

~~**This new *Flagstaff Regional Plan* does not supersede these plans. They will remain in effect except for any provisions that may conflict with this new Plan, until such times as the plans are amended or repealed by the City Council.**~~

The original text from page III-11 was deleted and was factually inaccurate. During the comment period, the public identified that the proposed text was too difficult to understand. So the blue text is a simplified version and some details were moved to Appendix A

~~The *Flagstaff Regional Plan* attempts to integrate social, economic, aesthetic, and environmental issues described within the study area plans into physical manifestations, demonstrated in illustrative plans that will result in increasingly livable communities. Additional special area plans may also be created and adopted as amendments to the *Flagstaff Regional Plan*.~~

~~Prior to the *Flagstaff Regional Plan*, the City of Flagstaff adopted several specific plans for corridors and areas.~~ The purpose of a specific plan is to provide a greater level of detail for a geographic area or element of the Regional Plan, and to provide for the systematic implementation of the Regional Plan. Specific plans can also be adopted as master plans for development when they accompany a request for rezoning. The development of specific plans is essential for implementation of the *Flagstaff Regional Plan* and its vision. These plans are necessary to further determine the nature and scale of activity centers, corridors and neighborhoods, the cross-sections and alignment of future corridors, and the priority of goals and policies in a particular area. For more details about the content and purposes of specific plans, see Flagstaff City Code, Title 11, General Plans, ~~&~~ and Subdivisions. Specific plans can be adopted in a number of ways.

Specific plans~~, such as the *The Woodlands Village at Flagstaff Specific Plan*, were~~ adopted by ordinance ~~and~~ provide development standards and phasing of infrastructure for the planned area. The *Flagstaff Regional Plan* cannot supersede specific plans adopted by ordinance, but must be considered if they are amended. ~~When plans adopted by ordinance are updated, the changes made to them will be evaluated for their conformance to the *Flagstaff Regional Plan*. However, the entire document is not required to conform to each and every goal and policy. It is the role of the City Commissions and Council to determine if competing goals and policies have been adequately addressed by a proposed amendment.~~

Specific Plans adopted by resolution~~, such as the *Lone Tree Corridor Specific Plan*,~~ are official City policy providing direction on how to implement the Regional Plan. If the plan was developed prior to May 2014, ~~O~~only portions of the specific plan that align with the *Regional Plan 2030* are valid~~, when the plan was adopted by resolution. If the specific plan has a section that conflicts with the new Flagstaff Regional Plan, the new Plan supersedes the older specific plan until it is amended or repealed by the City Council~~.

Plans that were proposed but not adopted by resolution or ordinance can be used as strategic documents and

studies to better understand unique community and neighborhood issues. They reflect the desired future conditions supported by the community unless specifically rejected by the City Council. Rezoning, annexation, and plan amendment requests typically consider these plans and studies, but are not required to demonstrate conformance with them.

Within each specific plan or study, there is language that describes which parts of the documents are aspirational, advisory, strategy, and which are standards and guidelines. Specific Plans need to be read in the context of their status, intent, and conformance with the Regional Plan. Appendix A lists Specific Plans that were adopted or worked on by the City and their status. ~~Some of the *Flagstaff Regional Plan*'s policies will need further illustration and evaluation in certain areas to be implemented effectively. New specific plans adopted under the *Flagstaff Regional Plan* can clarify broader policy statements pertaining to an area, activity center or corridor. These plans may further determine the nature and scale of activity centers, the cross-sections and alignment of future corridors, or the priority of goals and policies.~~

~~**Special Area Studies**~~

~~Over the past decade, the City of Flagstaff's RLUTP proposed the development of strategic documents and studies to better understand unique community and neighborhood issues. Some of those studies, such as the *2005 Southside Plan: Strategies for Development*, were completed but not carried forward and adopted as a specific plan. Other studies like the Westside Study were used as the basis for infrastructure projects and for Regional Plan content. Still other studies were completed but the City Council at the time chose not to adopt them as an official City policy.~~

~~City staff frequently reviews these studies, when evaluating a development proposal or applications for rezoning, annexations and plan amendments. However, it is important to look at the final action taken by Council on the study to understand how the proposal was adopted (by resolution or ordinance) or why it was not. Rezoning, annexation, and plan amendment requests typically consider these plans and studies, but are not required to demonstrate conformance with them.~~

Photo by: Tom Bean

Picture moved "Annual Plan Review and Monitoring" section from page III-7

Keeping the Plan Current

Annual Plan Review and Monitoring

The purpose of annual reviews and monitoring is to ensure that the Plan ~~it~~ continues to reflect core community values and to evaluate how new developments have been approved in compliance with the Plan. To achieve this, department directors will provide the City Manager and City Council with an annual review of Regional Plan-related activities ~~prior to the initiation of the budget process each year.~~ This review will accomplish the following:

Moved title up

~~Keeping the Plan Current~~

The *Flagstaff Regional Plan* is a dynamic document that can be updated, revised, and improved over time to respond to emerging issues, new ideas, and changing conditions. To assess the Plan's effectiveness, the City will need to monitor actions affecting the Plan. As a result of these monitoring efforts or private development requests, the City will need to amend the Plan periodically. The Planning and Zoning Commission and City Council ~~members~~ need to consider each proposed amendment carefully to determine whether or not it is consistent with the Plan's goals and policies. In addition, the cumulative effect of many changes may result in a change in policy direction. For this reason, Plan amendments must be evaluated in terms of their significance to overall City policy. A comprehensive summary listing of the goals and policies for the Plan is included at the end of this document, and will serve as a valuable tool to ensure any future changes or amendments are in keeping with the Plan's original vision and intent.

Sidebar moved from page III-10.

- Measure the City's success in achieving Plan goals and policies through recommended strategies such as measuring on a per-project basis how sustainability indicators have been achieved
- Identify proposed strategies to be pursued under the coming year's budget
- Identify unlisted strategies that will achieve Plan goals
- Document growth trends and compare those trends to plan objectives
- List development actions that affect the Plan's provisions
- Explain difficulties in implementing the Plan
- Review community indicators
- Review outside agencies' actions affecting the Plan.

Refer to Appendix D, Annual Report Template

Comprehensive Plan Review

To ensure that the *Flagstaff Regional Plan* remains an effective guide for decision-makers, Flagstaff will conduct comprehensive evaluations of the Plan every 10 years as required by Arizona Revised Statute §9-461.06 and should address the following in addition to any state mandated requirements:

- Progress in implementing the Plan
- Changes in community needs and other conditions that form the basis of the Plan
- Fiscal conditions and the ability to finance public investments recommended by the Plan
- Community support for the Plan goals and policies
- Changes in state or federal laws that affect the City's tools for Plan implementation
- Changes in land ownership, usage, or development in areas immediately outside of the planning boundary and jurisdiction (such as those that might be implemented on the Navajo Nation to the east and north, or by the Hopi Tribe on parcels it owns, or by Camp Navajo to the west, or in communities such as Parks).

Amendments and Development Review Processes

The codified processes described below serve as tools for City staff to implement the goals, policies, and strategies of the *Flagstaff Regional Plan*. In addition, through public hearings when applicable, these processes provide opportunities for citizens to make recommendations to the Planning and Zoning Commission and City Council regarding the goals and policies of the *Flagstaff Regional Plan*.

Annexations – All proposed annexations will be evaluated for consistency with the goals and policies of this 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. All applications for annexations of real property shall be reviewed, processed, and approved in conformance with Arizona Revised Statute §9-471 et seq. (Annexation of territory, procedures, notice, petitions, access to information, restrictions). Annexations may be initiated by the following:

- City Council or City Manager – The City Council or the City Manager may direct the Planning Director to review a specific property to determine whether it may be legally annexed and to contact property owners to determine whether they will sign an annexation petition.

- Property Owners – One or more property owners may submit an application to the City to annex property.

Zoning Code Amendments – In accordance with the City of Flagstaff Zoning Code, Division 10-20.50, an amendment to the zoning map or the text of the Zoning Code may only be approved if:

- The proposed zoning map amendment(s) is consistent with and conforms to the goals and policies of the *Flagstaff Regional Plan* and any applicable specific plans.

- If the application is not consistent with and does not conform to the *Flagstaff Regional Plan*, and any other specific plan, the applicable plan must be amended in compliance with the procedures established in the Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), prior to consideration of the proposed amendment(s).

Moved photo from page III-10

Photo by: Tom Bean

Major and Minor Plan Amendment Procedures

The Regional Plan is a living document and is expected to be amended regularly to keep it current and relevant. There are two types of plan amendments: major and minor. In Arizona, each jurisdiction can determine what changes require a major plan amendment in the General Plan *(Flagstaff Regional Plan 2030)*. The procedures for processing plan amendments can be found in the Flagstaff City Code, Title 11 General Plans, & Subdivisions. Flagstaff City Code may change independent of the Regional Plan and should be referred to details of any related process.

Arizona Revised Statutes (A.R.S.) require all major amendments to the Regional Plan to be presented at a single public hearing during the calendar year the proposal is made. The process for major amendment proposals is very specific and deadline driven. Major plan amendments must be processed before an application for rezoning or annexation can be accepted. The process includes public notification, Planning and Zoning Commission review, and a minimum of three public hearings. The proposal is also required to be sent to the Planning and Zoning Commission, City Council, and a review and comment period 60 days prior to public notice. Major amendments to the general plan also require an affirmative vote of at least two-thirds of the members of the City Council. These requirements may be changed by the City or the State.

A minor amendment to the general plan requires only one public hearing by the Planning and Zoning Commission and one by the City Council. These minor amendment public hearings may be held at any time during the calendar year, and do not require two-thirds vote of the City Council. Minor plan amendments may be processed concurrently with rezoning and annexation applications.

New text added per pubic comment

Public Development Projects – City- and County-sponsored projects and Capital Improvement Programs should be required to adhere to all applicable goals and policies of the *Flagstaff Regional Plan* through project planning and budgeting to ensure funding is available to implement the Plan.

Amendments to Goals and Policies and Maps 21, 22 and 24

Major plan amendments should evaluate proposals that would substantially alter the balance between the goals and policies of the *Flagstaff Regional Plan*. When a major plan amendment is proposed, it will be evaluated for its conformance to goals and

policies, and systematic impacts that would alter the expected growth scenario that the Regional Plan embodies (See Page II-11 for details). The growth scenarios used a computer model to integrate land use, transportation, and environmental outcomes to a preferred build out scenario that informed the Regional Plan's Maps 21 and 22 (Future Growth Illustration) and Map 24 (Activity Centers). When a major plan amendment is proposed to these maps, its expected outcome will be compared to the original assumptions of the plan and the systematic impacts of the change. Only those changes listed in the chart as requiring a major plan amendment need such an amendment. All other changes require only a minor plan amendment.

Original draft did not have any explanatory text to explain major and minor plan amendments

A major plan amendment is one that meets any one of the criteria on the chart on Page III-14. Major plan amendment categories one through seven relate to Maps 21 and 22 (Future Growth Illustration), and Map 24 (Activity Centers). Any changes made to the content of these maps can be carried forward to other maps, using the same features for background, as part of the City's annual update. Major plan amendment category eight only applies to text found in the "Goals and Policies" call out boxes that are located throughout the plan. Deletions, additions or changes to goals and policies in the Regional Plan can only be proposed by the City of Flagstaff.

Any other changes to Maps 21 and 22, ~~(Future Growth Illustration)~~, and Map 24 ~~(Activity Centers)~~ or goals and policies not shown in the Major Plan Amendments Chart are considered minor plan amendments. Minor plan amendment analysis is focused on conformance with the goals and policies of the Regional Plan. Some minor plan amendments may have consequences for how the Plan is implemented, but it is difficult to define them as "major" based on any criteria that could be identified early in the application process. Some examples of minor plan amendments are:

We had significant public comment on what information was helpful in understanding the amendment process and how the Regional Plan's Growth and Land Use Chapter relates to this contentworks

- Changes from urban to suburban~~, or rural to suburban~~ area types outside of activity centers
- Changes from rural to suburban area type outside of an activity center
- Changes from urban, suburban, and rural area types to employment or special district
- Identifying a new area type for an "Area in White" ~~area in white~~ on Maps 21 and 22 (Future Growth Illustration)
- Refinement of place types at the parcel level as part of a specific plan
- Wording changes to goals and policies that do not substantially alter their meaning
- Expansion of the Urban Growth Boundary to bring an area with City utility services into compliance or to serve facilities in parks/open space
- ~~Adding or deleting a policy.~~

Area and Place Type Guidelines

Maps 21 and 22 (Future Growth Illustration) and Map 24 (Activity Centers) are generalized representations of area and place types. The following descriptions relate to the content of Chapter IX that describes areas and place types through the maps, goals and policies, and Tables of Characteristics, which give detail on the desired conditions within Urban, Suburban, and Rural Activity Centers, Neighborhoods, and Corridors.

If there are overlapping area types, either type could be used to analyze plan consistency without requiring an amendment to Maps 21 and 22 (Future Growth Illustration).

Places ~~areas~~ with "future" area types on Maps 21 and 22 (Future Growth Illustration) that are currently developed to a lower intensity and density ~~that are already developed~~ do not require an amendment if they are compatible with the existing development pattern. ~~to Maps 21 and 22 unless the development application requires a change to the underlying area type.~~ For instance, if an area with a future urban/existing suburban area is proposed for a development that fits the suburban area type according to the table of characteristics, then an amendment is not required. If ~~an area~~ a place has only a future area type and no existing area type, then the application must conform to the future area type or would require an amendment.

Tables of Characteristics for each area and place type are found in Chapter IX: Growth and Land Use. The tables

include information that describes the combined area-place type, such as Suburban Neighborhood, in terms of desired pattern, block size, density and intensity, mix of uses, transportation, open space, and parks. Parks/Open Space, Employment, and Special District area types are not described in the tables but have explanations of similar characteristics described in the text. These tables are intended to be interpreted at a scale that at a minimum is a neighborhood or activity center, and may be larger. Every row is not a standard or guideline unto itself. The tables are meant to be taken as a whole, and used along with an analysis of how the project would or would not move the community towards the goals and policies throughout the document. For projects that are generally compatible with the characteristics in the table but do not fall within the range of density or intensity, the planner will consider the site-specific preservation of nature resources and compatibility of the proposal with the existing and future neighborhood context through an analysis of goals and policies. Specific plans may further refine how density and intensity is considered within an activity center or a neighborhood.

Parcels with more than one area or place type do not have to meet the exact acre of each area type. The lines dividing each area type are general, unless a specific plan has made site-specific interpretations. Parcels with more than one area or place type ~~but~~ must show they meet the intent of what is displayed on Maps 21 and 22 (Future Growth Illustration). For example, a 20-acre parcel with "urban" next to a commercial corridor and "suburban" further away can show that the proposal increases density in the front of the property along the road and scales back without having 10 acres of each and ~~no~~ plan amendment would not be required. If the parcel is along a Great Street or within the pedestrian shed of an activity center, characteristics of the place types must also be demonstrated.

Minor Amendments to Other Maps and Plan Content

If the Plan changes are the result of a development application that complies with the urban growth boundary, area types, and place types, amendments to other maps in the plan may be completed as part of the City's annual update of the Regional Plan. Changes or updates to other parts of the Regional Plan will be gathered throughout the year and presented for City Council adoption along with the Regional Plan Annual Report. In these cases, it is not required to have a plan amendment processed along with the development application. For instance, changes to Map 25 (Road Network Illustration) as a result of a subdivision plat may be processed separately from the application, if all the underlying land uses and dedications comply.

If the application requires a change to the urban growth boundary, area or place types, then all amendments to other maps in the Regional Plan should be processed concurrent with the changes to Maps 21, 22, and 24.

Specific Plan Amendments to the Flagstaff Regional Plan 2030

Specific Plans are processed as a minor amendment but follow the enhanced procedural requirements for public participation and notification required of major plan amendments. If a Specific Plan proposes a change to the Regional Plan related to a major amendment category identified on Page III-14, and the application follows the same notification and public participation requirements of a major plan amendment, the proposal may be exempted from the timeline for submittals and reviews of major plan amendments in Title 11. ~~The hearing for the Specific plan must be at the same meeting as hearings for all other major plan amendments in the calendar year, in this case.~~

Reconsidered this requirement

Comprehensive Updates and New Elements

Refer to Flagstaff City Code, Title 11, Chapter 11-10 (General Plans), for procedures relating to the addition of a new element to the Regional Plan, or for comprehensive General Plan update requirements.

Major Plan Amendments Chart

	Major Plan Amendment Category	Criteria	
1	Urban growth boundary [1]	Expansion of the urban growth boundary that requires an expansion of public utility infrastructure, except where services are already provided, or for the purpose of designating Parks/Open Space area type.	New Table
2	Area Type - Employment	Reduction of the employment area type, unless offset by an exchange of acres within the same master planned area.	
3	Area Type - Urban/Rural	Changes from urban to rural or rural to urban area types.	
4	Area Type – Special District	Creation of a new special district, or reduction in the size of a special district.	
5	Area Type – Parks/Open Space	Reduction of the land designated for conservation and active or passive recreation.[2]	
6	Area Types – Urban/Suburban/Rural[1]	- In activity centers, changes to area types that reduce the ~~anticipated~~ range of intensity, density, and mix of uses[3] except where done to protect natural or cultural resources. ~~, without creating a proportional increase in intensity, density and mix of uses within the activity center.~~ - In neighborhoods and along commercial corridors more than ¼ mile from an activity center, changes from suburban to urban area types.	Removed condition to simplify New criteria
7	Place Type – Activity Centers[1]	- Addition or deletion of an activity center - Moving the center of an activity center more than ½ mile from its original location. - Reduction in the category of an activity center (urban to suburban, suburban to rural, or regional to neighborhood) without creating a proportional increase in scale of an activity center elsewhere in the Flagstaff Region.	
8	Goals and Policies[1,4]	Add or delete a goal or policy in any chapter of the Plan.	Per public comment

[1] This category excludes changes that are the result of a Specific Plan. Such changes will be processed as minor amendments.

[2] Lands designated for conservation and active and passive recreation are displayed as Parks/Open Space on the Future Growth Illustration. ~~Within the Parks/Open Space area type, p~~Public facilities, such as tanks, utilities, roads, and staging areas, may be located, within the Parks/Open Space area type. If these facilities have substantially altered the natural environment or created a brownfield site, removing them from the Parks/Open Space designation may be processed as a minor amendment. Expansion of such facilities does not require a plan amendment.

[3] See tables of Area/Place Type characteristics found in Chapter IX: Growth and Land Use and relevant Specific Plans for the range of density, intensity and mix of uses..

[4] Deletion or addition, of goals and policies to the Regional Plan can only be proposed by the City of Flagstaff.

correction

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	John Saltonstall, Business Retention & Expansion Manager
Date:	08/29/2016
Meeting Date:	09/06/2016

TITLE:

Consideration and Adoption of Ordinance No. 2016-32: An ordinance to enter into a Fourth Amendment to the Development Agreement (DA) with Nestle-Purina PetCare Company (Nestle-Purina) to extend the agreement and underlying lease until October 15, 2017 ***(Possible extension of Development Agreement with Nestle-Purina; odor mitigation and FUTS easement)***.

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-32 by title only for the final time
2) City Clerk reads Ordinance No. 2016-32 by title only (if approved above)
3) Adopt Ordinance No. 2016-32

Executive Summary:

The City entered into a Development Agreement with Nestle-Purina in 2003 to facilitate reinvestment and expansion of the company's local presence. A D. was approved which, in essence, removed much of the company's property tax liability in exchange for commitments to expand and improve the facility. The Flagstaff plant has since grown and resulted in positive impacts to their organization and to this community's economy. Accompanying their success and increased production is the concurrent increase in the aroma from the cooking of the product. This Fourth Amendment to the Development Agreement will support Nestle Purina's efforts to accomplish a 50% reduction in odor and will facilitate the dedication of land to the City of Flagstaff for an easement for the Flagstaff Urban Trail System (FUTS). City staff and Purina are still negotiating a proposed Fourth Amendment to the Development Agreement, to be provided prior to the Council Meeting for Council and public review.

Financial Impact:

At current rates, Nestle-Purina experiences a property tax savings of approximately $400,000 annually as a result of the DA. The DA was originally to expire in October 2015, and tax savings over the term of the DA were approximately $924,230 less than anticipated, for several reasons, including changes in Arizona property tax laws and decline in property values during the Great Recession. As proposed, the DA now would expire in October 2017. The property tax savings is experienced as a loss of revenue by those entities funded in part by property tax (City, county, and school district). Nestle-Purina pays a government property lease excise tax of approximately $85,000 annually. The value of the easement being provided could be estimated at $92,000. It is anticipated that there will be an economic benefit through enhanced development and prosperity on the eastern side of Flagstaff, but it is unknown what extent that benefit will be.

Nestle-Purina has provided the following numbers they anticipate as one time and ongoing costs for the odor reduction. The numbers are the result of the Brown and Caldwell study which has been attached to this staff summary for consideration. The deferment of property tax is a public contribution towards those total expenses. Nestle-Purina anticipates it will spend $1,100,000 in direct capital expenditures for odor dispersion equipment during the first two phases of the odor mitigation project. Annual energy costs to Nestle-Purina are also anticipated to increase during that time period by approximately $272,000. Finally, odor analysis will be conducted after each stage of implementation which, based on its cost estimates, amounts to an additional $100,000.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

9) Improve the economic quality of life for Flagstaff through economic diversification, and by fostering jobs and programs that grow wages and revenues

REGIONAL PLAN:

Goal E.3. Regional economic development partners support the start up, retention, and expansion of existing business enterprises.

Has There Been Previous Council Decision on This:

Council approved the first Development Agreement in 2003. The First Amendment was then approved by Council in 2008. The Second Amendment was approved in 2015, followed by a Third Amendment which was approved in 2016. The Second and Third Amendments were approved to provide time to develop an odor mitigation strategy for consideration. That strategy is this Fourth Amendment. First reading of this ordinance occurred at the August 16, 2016, Council Meeting.

Options and Alternatives:

Approving the Fourth Amendment provides continued property tax relief to Nestle-Purina PetCare until October 2017, and commits Nestle-Purina to reducing the odor from the plant by 50%. The odor reduction is perceived as critical to the development of the regional mall and as a community benefit. Approval also commits Nestle-Purina to dedicating right of way for a FUTS connection.

Rejecting the Fourth Amendment places all Nestle-Purina properties back onto the tax rolls as of October 2016. Regional partners would share the additional $400,000 in their funding. Nestle-Purina would not be obligated to install new equipment to minimize the odor from production at this time. ADEQ will continue to be responsible for regulating air emissions.

Background/History:

Nestle-Purina entered the market in 1976 and employing approximately 150 residents of Flagstaff. During the course of business operations, the company, originally Ralston Purina, was acquired by Neslte Corporation, thereby becoming Nestle-Purina. The transition brought questions about the ways that the Flagstaff plant would contribute to the global operations and there was concern that the plant could close. A closure such as that would have a significant impact on Flagstaff's resiliency as it would reduce high paying manufacturing jobs and reduce the diversity of the economy as a whole. The City of Flagstaff was concerned that Nestle-Purina would be closed and worked with Nestle-Purina and the Department of Commerce to retain the company.

The original effort was enacted through a development agreement which reduced the property tax liability for the company's local operations in exchange for the expansion and improvement of the facility and the number of jobs in the community. That increase in production and expansion has exceeded the amount committed to by the company and Nestle-Purina currently employs approximately 300 individuals.

Nestle-Purina meets regulatory thresholds for odor, as regulated by ADEQ. Nestle-Purina has voluntarily agreed to work with the City to reduce the aroma impact and has provided the attached study at its cost to determine options. The solutions will have both immediate costs and, for Nestle-Purina, ongoing maintenance and energy costs to operate.

Key Considerations:

Nestle-Purina PetCare has been a long standing community partner providing over 300 Flagstaff families sustainable employment. A recent economic impact study states that NPPC provides an annual economic impact of $54 million.

Complete reduction of the odor is practically impossible if production continues. The proposed 50% reduction of odor is expected to improve the out of doors experience for the surrounding commercial and residential areas including the regional mall.

Nestle-Purina is in compliance with odor regulations, as regulated by ADEQ . The odor mitigation plan is a voluntary effort in an attempt to work with the City to provide a public benefit. While implementing the odor mitigation plan will add costs to NPPC, the NPPC organization is aware of the plans to improve the shopping experience in the area, and views the effort as part of being a good neighbor and part of the community.

Community Benefits and Considerations:

The fresh mountain air is a true amenity to the region as is the opportunity for gainful employment. Providing tax relief to NPPC in exchange for a commitment to reduce the aroma from production by a minimum of 50% while also creating a needed connection to the FUTS network bridges these two critical components of our community. Mitigation of aromas from production will minimize the perceived negative experience that may otherwise impede the east Flagstaff area from reaching its full potential.

Community Involvement:

Collaborate

Attachments:

- Ord. 2016-32
- Fourth Amend. to DA
- Ex 1 Map of Purina property
- Ex 1 Legal descriptions for map
- Ex 2 4th Amendment to Lease
- Brown Caldwell odor plan summary
- Odor Phase 1 Concept
- FUTS Map
- FUTS Easement
- PowerPoint

ORDINANCE NO. 2016-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE CITY OF FLAGSTAFF TO ENTER INTO A FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH NESTLE PURINA PETCARE COMPANY, AND EXTENDING THE UNDERLYING LEASE UNTIL OCTOBER 15, 2017; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff desires to enter into a Fourth Amendment to Development Agreement with Nestle Purina Petcare Company and to extend the underlying lease of property for the reasons set forth therein;

ENACTMENTS:

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

SECTION 1. In General.

The Fourth Amendment to the Development Agreement between the City of Flagstaff and Nestle Purina Petcare Company attached hereto is hereby approved. The Mayor of the City of Flagstaff is hereby authorized to execute the Fourth Amendment of the Development Agreement on behalf of the City and all other associated documents.

SECTION 2. Repeal of Conflicting Ordinances.

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

SECTION 3. Severability.

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

SECTION 4. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of September, 2016.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachment:

Fourth Amendment to Development Agreement, with Exhibits 1-7

WHEN RECORDED, RETURN TO:
Elizabeth Burke, City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

FOURTH AMENDMENT TO
DEVELOPMENT AGREEMENT

The City of Flagstaff, a political subdivision of the state of Arizona ("City") and Nestle Purina Petcare Company, a Missouri corporation ("Purina") enter into this Fourth Amendment to Development Agreement effective this _____ day of _____, 2016 (the "Fourth Amendment").

RECITALS:

A. This Fourth Amendment is intended to further purposes of the Development Agreement (as hereinafter defined) and achieve a 50% reduction in modeled ground level odor concentrations along the Purina facility's property line in Flagstaff, Arizona and identified in Exhibit 1 (which includes Exhibits A, B, C, and D), with such reduction determination to be based on the Testing and Modeling Procedures (defined in Section 5 below).

B. In 2003 the City and Purina entered into a Development Agreement recorded on June 25, 2003 as Instrument No. 3207666, Official Records of Coconino County, Arizona ("Development Agreement") in connection with Purina's expansion of its pet food manufacturing and warehousing facility located in the City of Flagstaff.

C. Pursuant to the Development Agreement, title to the Original Property (Exhibit A) and Purina's manufacturing facility located thereon (the "Facility") were conveyed to the City and leased back by the City to Purina under the terms and conditions of a Government Property Lease entered into pursuant the provisions of A.R.S. § 42-6201, *et seq.* (as previously amended, the "Lease"). The form of Lease was recorded along with the original Development Agreement in Instrument No. 3207666, Official Records of the Coconino County, Arizona ("Lease").

D. In 2008 as approved in Ordinance No. 2008-16 the City and Purina entered into a First Amendment to Development Agreement recorded on June 26, 2008 as Instrument No. 3491226, Official Records of the Coconino County, Arizona ("First Amendment") in connection with approximately 34.28 net acres of additional real property legally described in Exhibit B ("Additional Property") for the purpose constructing a 94,000 square foot warehouse space addition, and parking facilities for employees and trailers, all as part of a further expansion of the Facility.

E. Pursuant to the First Amendment, title to the Additional Property and the expanded Facility ("Expanded Facility") were conveyed to the City and leased back by the City to Purina

under the terms and conditions of the Lease (which was also amended). The Special Warranty deed conveying the Additional Property to the City was recorded on January 16, 2009, Instrument No. 3510883, Official Records of the Coconino County, Arizona. The First Amendment to the Lease was recorded on January 16, 2009, Instrument No. 3510882, Official Records of the Coconino County, Arizona ("First Amendment to Lease").

F. In 2008 pursuant to the First Amendment, the City purchased approximately two (2) acres of the Additional Property from Purina as legally described in Exhibit C ("Fire Station Parcel"), and as conveyed by Special Warranty Deed recorded on June 27, 2008 as Instrument No. 3491528 in the Official Records of the Coconino County, Arizona.

G. In 2015 pursuant to the Development Agreement, Purina conveyed real property to the City for Industrial Drive by Quit Claim deed as recorded on January 1, 2015 as Instrument No. 3711317, Official Records of the Coconino County, Arizona, and as legally described in Exhibit D ("Industrial Drive Parcel").

H. The original purposes of the Development Agreement as amended by the First Amendment were to help fund expansions of the Purina facilities ("Expansions") so as to provide new stable, good-paying employment opportunities for Flagstaff residents; provide for purchase of the Fire Station Parcel, and conveyance of the Industrial Drive Parcel; and provide certain other benefits (collectively "Benefits") via Purina's projected total tax savings of $3,928,964.00. This total represents the actual tax savings under the original Development Agreement of $481,964.00, plus the projected tax savings under the First Amendment of $3,447,000.00.

I. The parties have been performing the terms and conditions of the Development Agreement (as amended) and underlying Lease (as amended), and these agreements were initially scheduled to expire on or about October 14, 2015.

J. Purina's actual tax savings under the First Amendment are $2,522,770.00, or approximately $924,230.00 less than projected.

K. The Purina Expansions have enabled a substantial increase in production of pet food at the Facility, and there are associated emissions to the atmosphere.

L. Purina has an Air Quality Control Permit from the Arizona Department of Environmental Quality ("ADEQ") and this Fourth Amendment is not being required by ADEQ or the parties for compliance with applicable laws, rules and regulations regarding its emissions to the atmosphere.

M. On September 15, 2015 pursuant to A.R.S. § 42-6203.A.4 the City and Purina entered into a Second Amendment to Development Agreement in order to temporarily extend the Agreement and underlying Lease for a period commencing on October 14, 2015 and continuing for up to six (6) months (April 15, 2016) to further the original purposes of the

Development Agreement and to explore the feasibility of voluntary installation of equipment at the Purina Facility to measurably reduce odor. This document was recorded on __, 2016 as Instrument No. _____ in the Official Records of the Coconino County, Arizona.

N. On March 1, 2016 pursuant to A.R.S. § 42-6203.A.4 the City and Purina entered into a Third Amendment to Development Agreement in order to temporarily extend the Agreement and underlying Lease for a period commencing on April 15, 2016 and continuing for up to six (6) months to further the original purposes of the Development Agreement and to explore the feasibility of voluntary installation of equipment at the Purina Facility to measurably reduce odor. This document was recorded on __, 2016 as Instrument No. _____ in the Official Records of the Coconino County, Arizona.

O. This Fourth Amendment will extend the Development Agreement until October 15, 2017 for the purposes stated herein.

P. The Second, Third, and Fourth Amendments, resulting in extensions of the Development Agreement from October 14, 2015 through October 15, 2017 may result in a tax savings of approximately $800,000.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION FOR THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

In General

1. Purpose. The purpose of this Fourth Amendment is to further the purposes of the original Development Agreement and achieve a 50% reduction in modeled ground-level odor concentrations (based on the Testing and Modeling Procedures) from the Facility.

2. Phases. There are two (2) proposed phases of odor minimization as described herein. The first two phases will be funded in part by property tax savings.

3. Extension Period. The Development Agreement is hereby extended until October 15, 2017. The estimated tax savings for Purina over the two tax years covered by the extension from October 15, 2015 to October 15, 2017 is approximately $800,000.00.

4. Fourth Amendment to Lease. The term of the Lease (as amended) shall be extended to October 15, 2017. To accomplish this, the parties shall execute a Fourth Amendment to Lease in the form attached hereto as Exhibit 2.

5. How Odor is Measured (D/T). A dilution threshold measures how many unit volumes of odor free air are needed to dilute one (1) unit volume of odorous air to the point where

odor is no longer detectible by the average person. A liter is typically used as the unit volume.

6. Testing and Modeling Procedures. Testing and Modeling Procedures are intended to provide a reasonably accurate measure of odors at the designated receptor point(s) at the property line, measured in terms of dilutions per threshold (D/T). Testing and Modeling Procedures are more fully described in Brown & Caldwell technical memorandum dated May 23, 2016 attached hereto as Exhibit 3 ("Testing and Modeling Procedures"). Testing and Modeling Procedures used before and after each Phase will be based on the same operational assumptions, conditions, and factors so as to achieve an accurate comparison of before and after results.

7. Baseline Test. Purina in consultation with Brown & Caldwell has conducted baseline testing and modeling of odors at the designated testing points at the property line ("Baseline Test") using the Testing and Modeling Procedures, at its own costs. The Baseline Test measures odor in terms of a dilutions per threshold (D/T) (D/T's are further described in Exhibit 3). Based on current operations at the Facility, the Baseline Test shows the following: Maximum odor at property line 55 D/T *(European method).* A copy of the Brown & Caldwell technical memorandum dated May 23, 2016 describing baseline testing and modeling and possible odor solutions is attached hereto as Exhibit 3.

8. Permits and Approvals. Purina at its own expense will obtain all necessary governmental permits and approvals for the odor reduction equipment and measures described herein. Purina will obtain any necessary approvals from ADEQ for modification of its Air Quality Permit No. 58866, as amended by No. 60197, and as may be amended or superseded.

Phase 1

9. Dispersion Stack for Extruder Air Take Aways.

   a. Equipment. Purina will combine all five (5) extruder air take aways into one new tall stack supported by the mill building to disperse exhaust higher into the atmosphere ("ATA Stack") A conceptual rendering and description of the ATA Stack is attached hereto as Exhibit 4.

   b. Cost. Purina will pay for all costs of the ATA Stack, estimated at a cost of $430,000, according to Purina.

   c. Schedule. Purina shall use its reasonable efforts to obtain approval from its ultimate parent company to spend capital to install the ATA Stack and startup use of the ATA Stack on or before April 30, 2017. In the event Purina is unable to obtain approval for such capital expenditure, Purina will continue to use its reasonable efforts to obtain such approval as soon as possible thereafter and complete installation and startup as soon as reasonably feasible upon receipt of approval to spend the capital.

d. Post Installation Testing. Within 60 days after installation of the ATA Stack, Purina at its own cost will conduct post installation testing and modeling at the property line using the Testing and Modeling Procedures. The estimated cost is $50,000.00, according to Purina. Purina will provide a summary of such testing results to City.

e. Measurable Reduction in Odor. Based on current operations, it is anticipated the ATA Stack will reduce modeled ground-level odor at the Facility's property line by approximately 35% when measured using the Testing and Modeling Procedures and compared to the Baseline Test: Maximum odor at property line 35.75 D/T *(European method)*

f. Maintenance and Operations. Purina will keep and operate the ATA Stack in good repair for at least 10 years after the technology is installed and operational. Purina will pay all ongoing repair and operational costs for the ATA Stack, including an estimated $67,000 in annual energy usage costs (FY 16 dollars). In the event Purina desires to remove or decommission the ATA Stack during such 10 year period, it will implement similar (or improved) odor mitigation technology at the Facility and keep and operate in good repair such replacement odor mitigation technology for the balance of the 10 year period, not counting any time when odor mitigation equipment was not in service. Example: ATA Stack is taken out of service on January 1 of year 8, replacement odor mitigation technology is installed in and becomes operational on January 1 of year 10 (equipment is out of service for 3 years): Purina will operate the replacement odor mitigation technology in good repair for at least three (3) more years. The obligations set forth herein will survive expire upon expiration of the 10 year period as described above, except in the event Purina, its successor and/or assigns ceases to operate a pet manufacturing food operation in Flagstaff altogether within the promised minimum operation period(s), this obligation shall automatically expire.

Phase 2

10. Dispersion Stacks for Dryers.

a. Equipment. Purina will connect all dryer exhausts in a bundle and extend the exhaust piping into four or five new tall stacks supported by the mill building ("Dryer Stacks"). A conceptual rendering and description of the dryer stacks is attached hereto as part of Exhibit 5

b. Cost. Purina will pay for all costs of the Dryer Stacks, estimated at a cost of $670,000, according to Purina.

c. Schedule. Purina shall use its reasonable efforts to obtain approval from its ultimate parent company to spend capital to install the Dryer Stacks and startup use of the Dryer Stacks on or before June 30, 2018. In the event Purina is unable to obtain approval for such capital expenditure, Purina will continue to use its reasonable efforts

to obtain such approval as soon as possible thereafter and complete installation and startup as soon as reasonable feasible upon receipt of approval to spend the capital.

d. Post Installation Testing. Within 60 days after installation of the Dryer Stacks, Purina at its own cost will conduct post installation testing and modeling at the property line testing point(s) using the Testing Procedures. The estimated cost is $50,000.00, according to Purina. Purina will provide a summary of testing results to City.

e. Measurable Reduction in Odor. Based on current operations, it is anticipated the Dryer Stacks (in conjunction with the ATA Stack) will reduce modeled ground-level odor at the Facility's property line by at least 50% when measured using the Testing and Modeling Procedures and compared to the Baseline Test: Maximum odor at property line 27.5 D/T *(European Method).*

f. Maintenance and Operations. Purina will keep and operate the Dryer Stacks in good repair for at least 10 years after the technology is installed and operational. Purina will pay all ongoing repair and operational costs, including an estimated $205,000 in annual energy usage costs (FY 16 dollars). In the event Purina desires to remove or decommission the Dryer Stacks during such 10 year period, it will implement similar (or improved) odor mitigation technology at the Facility and keep and operate in good repair such replacement odor mitigation technology for the balance of the 10 year period, not counting any time when odor mitigation equipment was not in service. Example: Dryer Stacks are taken out of service on January 1 of year 8, replacement odor mitigation technology is installed in and becomes operational on January 1 of year 10 (equipment is out of service for 3 years): Purina will operate the replacement odor mitigation technology in good repair for at least three (3) more years. The obligations set forth herein will survive expire upon expiration of the 10 year period as described above, except in the event Purina, its successor and/or assigns ceases to operate a pet manufacturing food operation in Flagstaff altogether within the promised minimum operation period(s), this obligation shall automatically expire.

Possible Additional Evaluation.

11. Possible Additional Work. In the event the post-installation Testing and Modeling Results of Phases 1 and 2 do not reduce modeled ground-level odor at the Facility's property line by at least 50% when measured using the Testing and Modeling Procedures and compared to the Baseline Test, Purina will evaluate additional odor mitigation measures at its own expense. Possible additional mitigation techniques include those set forth in the Brown & Caldwell technical memorandum (Exhibit 3). Purina will be responsible for determining appropriate technology and operations management to be used and the schedule for implementation, if any.

12. Good Faith Review. On or before October 15, 2020 City and Purina, including any successor or assigns, will meet to review the progress on odor reduction at the Facility

and to discuss intentions and long term solutions to achieving and maintaining the purposes of the Fourth Amendment.

FUTS Trail

13. Flagstaff Urban Trail System ("FUTS" trail). As additional consideration for this Fourth Amendment to Development Agreement, on or before April 1, 2017 Purina shall grant to the City an easement for the Flagstaff Urban Trail System across Coconino County Assessor Parcel No. 11337004B. The easement will be in a mutually agreed easement. The minimum width of the easement is twenty-five (25) feet and may be as wide as forty (40) feet in places. The approximate location of the easement is identified in the map included as part of Exhibit 1. A conceptual rendering is attached hereto as Exhibit 6. A copy of the easement to be executed is attached hereto as Exhibit 7. In addition, Purina, it successors and/or assigns will grant City a temporary construction permit across the Purina property adjoining the FUTS trail easement area as may be reasonably necessary for construction of such segment of the FUTS trail at time City is ready to proceed with construction. City understands and agrees that construction of, maintenance of and the trail itself must not interfere with Purina's storm water outflow or other factory operations. City shall not be required to pay any funds to Purina, its successors and/or assigns for the value of the FUTS trail easement and temporary construction permit. City will be responsible for obtaining and paying for the legal descriptions and maps for such grants, as well as costs of construction of the FUTS trail, performing (and paying for) maintenance of the FUTS trail (and surrounding property within the easement area). This paragraph shall survive expiration of the Development Agreement.

Harmonization

13. All other terms and conditions of the Development Agreement (as previously amended) as further amended by this Fourth Amendment shall remain in effect and are incorporated herein.

14. The parties agree that Exhibit 1 as attached hereto is intended to reflect the current status of the Purina and City properties respectively.

15. The parties agree that until all requirements of this Fourth Amendment are met, general provisions related enforcement to and remedies as found in the original Development Agreement will apply (including but not limited to Section 8 Default and Remedies, Section 9 General Provisions) will apply.

16. Upon City's reconveyance of the property and facility to Purina following October 15, 2017, Purina will execute any mutually agreed documents as are reasonably necessary to accomplish the intended property transfers for Industrial Drive and Fire Station and the FUTS trail to City in the event chain of title is not clear.

Contingency

17. If on or before October 15, 2020, Purina is unable to install the equipment called for under this agreement and achieve a modeled ground-level odor reduction at the Facility's property line equal to 50% or greater (when measured using the Testing and Modeling Procedures and compared to the Baseline Test), Purina shall pay to City the percentage of $800,000 that corresponds with the amount of modeled ground-level odor reduction achieved at the Facility:

Odor Reduction using the Testing and Modeling Procedures and compared to the Baseline Test		
Modeled Percent Reduction is at least	Modeled D/T is at most	Repayment of 2017 & 2018 Property Tax Savings
50%	27.5	0%
45%	30.25	10%
40%	33	20%
30%	38.5	40%
20%	44	60%
10%	49.5	80%
<10%		100%

Such amount shall be paid by Purina on or before December 31, 2020. For the avoidance of doubt, if Purina installs the equipment required by this Agreement and achieves a modeled ground-level odor reduction at the Facility's property line equal to 50% or greater (when measured using the Testing and Modeling Procedures and compared to the Baseline Test), then Purina shall not have any obligation to repay tax savings.

City will be responsible for distributing the funds in proportionate shares to the governmental entities (City, County, FUSD) that normally would have received a share of property taxes in the 2015-2017 time period. This provision will survive expiration or termination of the Fourth Amendment to the Development Agreement and underlying Lease until the amount owing, if any, is paid. In the event a payment obligation under this Section 17 is triggered, the City shall have the right to file a lien against any real property owned by Purina, its successors and assigns until Purina has paid the City the amount owed hereunder. In the event the amount owing, if any, is not paid on or before December 31, 2020, interest shall accrue on such amount at 3% annually. If the City files a lien

against Purina's property pursuant to the foregoing, then once Purina has paid the amount owed hereunder, upon written request of Purina, City will promptly record a lien release.

NESTLE PURINA PETCARE COMPANY

_____

By:_____

Its:_____

CITY OF FLAGSTAFF

_____

By: Mayor Nabours

Attest:

_____

By: Elizabeth Burke, City Clerk

Approved as to form:

_____

By:_____

City Attorney's Office

Attachments:

Exhibit 1 Purina Facility property (with Map, Exhibits A, B, C and D)

Exhibit 2 Fourth Amendment to Lease

Exhibit 3 Brown & Caldwell technical memorandum dated May 23, 2016

Exhibit 4 Dispersion Stack for Extruder Air Take Aways

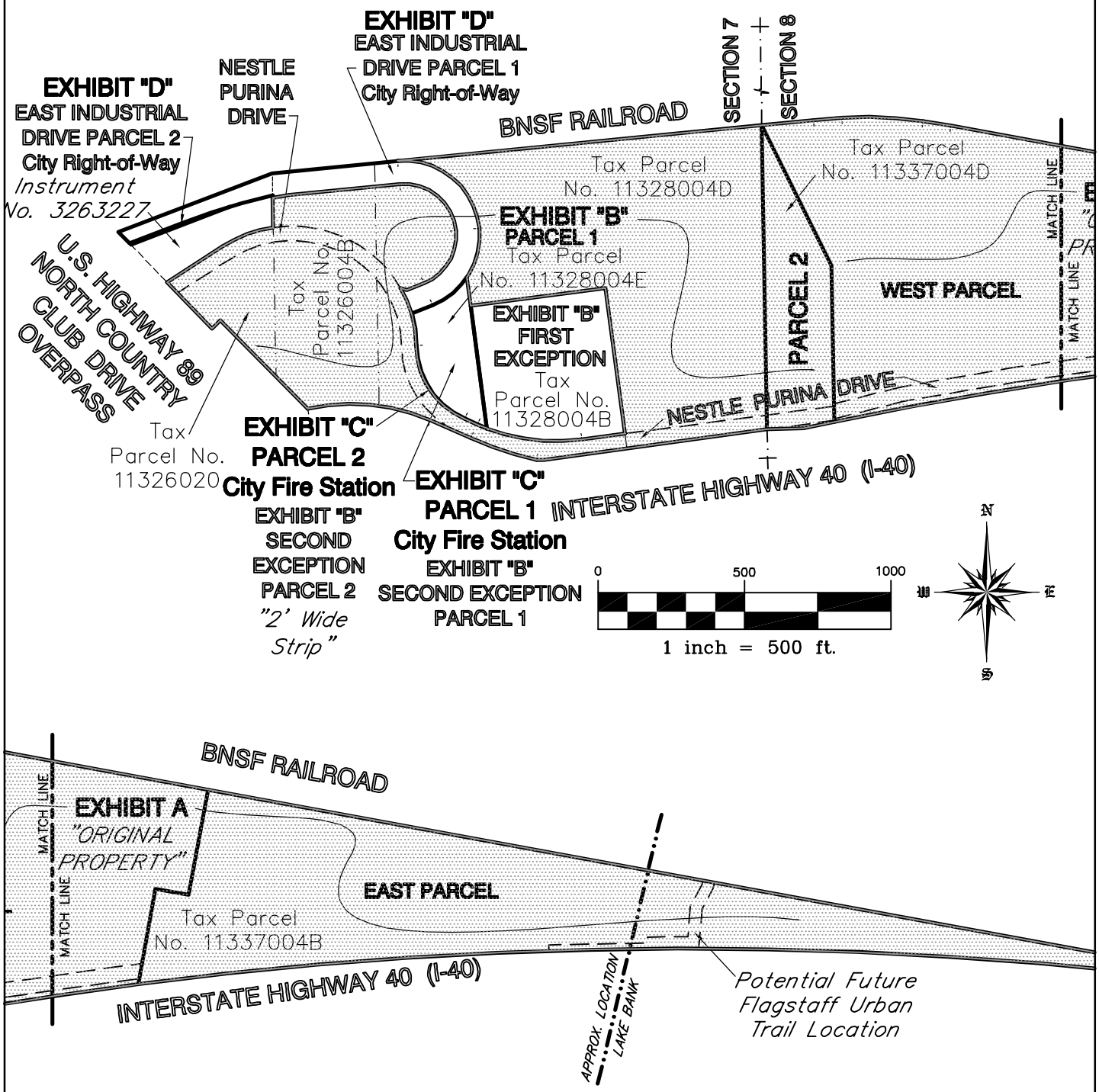
Exhibit 5 Dispersion Stacks for Dryers *(to be provided)*

Exhibit 6 Conceptual map of FUTS trail easement

Exhibit 7 Form of FUTS trail easement

S:\Legal\Civil Matters\2014\2014-626 Purina Scrubbers Air Quality\Fourth Amendment 9-2-16 v3.docx

MAP OF EXHIBITS A, B, C, & D



INITIAL:

PROPERTY EXHIBIT

NESTLE PURINA PETCARE COMPANY PROPERTIES

PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7
AND PART OF THE NORTH HALF OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN
CITY OF FLAGSTAF, COCONINO COUNTY, ARIZONA

06/07/16 E.E.G.

EXHIBIT "A" (Original Property)

LEGAL DESCRIPTION
PURINA WEST PARCEL

A PARCEL OF LAND BEING A PORTION OF THE "PURINA TRACT" AS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN DOCUMENT RECORDED IN DOCKET 476, PAGES 41-46 (REC.) OF THE COCONINO COUNTY RECORDER'S OFFICE AND BEING SITUATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" O.D. IRON PIPE WITH NO IDENTIFICATION FOUND IN A HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 8 AND FROM WHICH A SQUARE HEADED BOLT FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 8, LIES S 01°10'00" E (BASIS OF BEARINGS PER REC.) A DISTANCE OF 2,665.67 FEET; THENCE FROM SAID NORTHWEST CORNER OF SECTION 8, S 01°10'00" E (REC. SAME) A DISTANCE 2,567.77 (2,573.23 REC.) FEET ALONG THE WEST LINE OF SAID NORTH HALF OF SECTION 8 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (I-40) AND FROM WHICH A 60D NAIL WITH NO IDENTIFICATION WAS FOUND LYING S 88°19'56" W A DISTANCE OF 0.57 FOOT; THENCE N 88°19'56" E (N 87°30'55"E REC.) A DISTANCE OF 124.09 (125.81 REC.) FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN ARIZONA HIGHWAY DEPARTMENT (A.H.D.) BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE AT THE BEGINNING OF A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF N 78°06'43" E – 107.80 FEET, RADIUS OF 14,523.95 (REC. SAME) AND CENTRAL ANGLE OF 0°25'31", AN ARC DISTANCE OF 107.80 (106.09 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE SOUTHWEST CORNER OF SAID "PURINA TRACT" WHICH IS THE POINT OF BEGINNING; THENCE N 01°10'00" W (REC. SAME) A DISTANCE OF 533.05 (527.54 REC.) FEET ALONG THE WEST BOUNDARY OF SAID "PURINA TRACT", WHICH IS A LINE THAT LIES 230.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTH HALF OF SECTION 8, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT AN ANGLE POINT IN SAID WEST BOUNDARY; THENCE N 26°36'03" W (REC. SAME) A DISTANCE OF 535.54 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID WEST LINE OF THE NORTH HALF OF SECTION 8 WITH THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY (BNSF) (FORMERLY ATCHISON, TOPEKA AND SANTA FE RAILWAY); THENCE N 84°23'13" E (N 84°23'24" E REC.) A DISTANCE OF 177.33 (198.30 REC.) FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00'00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 1,332.69 (REC. SAME) AND CENTRAL ANGLE OF 12°00'00", AN ARC DISTANCE OF 279.12 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00,00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF TANGENCY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 510.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A POINT THAT LIES 100.0 FEET SOUTHERLY OF THE CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS OF SAID BNSF RAILWAY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 413.49 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY, WHICH LIES 100.0 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF STEEL COLUMNS ALIGNED ALONG THE EAST WALL OF THE PURINA BUILDING AS IT EXISTED IN NOVEMBER OF THE YEAR 2002. THENCE

S 10°22'23" W A DISTANCE OF 364.83 FEET ALONG SAID CENTERLINE PROJECTION AND SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE N 79°37'37" W A DISTANCE OF 115.06 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE S 10°22'23" W A DISTANCE OF 331.18 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS AND THE SOUTHERLY PROJECTION OF SAID CENTERLINE TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON SAID NORTH RIGHT-OF-WAY LINE OF I-40; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF I-40, BEING A NON-TANGENT CURVE TO THE LEFT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF S 80°27'22" W – 1,080.42 FEET, RADIUS OF 14,523.95 (REC. SAME) FEET AND CENTRAL ANGLE OF 4°15'47", AN ARC DISTANCE OF 1,080.67 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
PURINA EAST PARCEL

A PARCEL OF LAND BEING A PORTION OF THE "PURINA TRACT" AS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN DOCUMENT RECORDED IN DOCKET 476, PAGES 41-46 (REC.) OF THE COCONINO COUNTY RECORDER'S OFFICE AND BEING SITUATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" O.D. IRON PIPE WITH NO IDENTIFICATION FOUND IN A HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 8 AND FROM WHICH A SQUARE HEADED BOLT FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 8, LIES S 01°10'00" E (BASIS OF BEARINGS PER REC.) A DISTANCE OF 2,665.67 FEET; THENCE FROM SAID NORTHWEST CORNER OF SECTION 8, S 01°10'00" E (REC. SAME) A DISTANCE 2,567.77 (2,573.23 REC.) FEET ALONG THE WEST LINE OF SAID NORTH HALF OF SECTION 8 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (I-40) AND FROM WHICH A 60D NAIL WITH NO IDENTIFICATION WAS FOUND LYING S 88°19'56" W A DISTANCE OF 0.57 FOOT; THENCE N 88°19'56" E (N 87°30'55"E REC.) A DISTANCE OF 124.09 (125.81 REC.) FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN ARIZONA HIGHWAY DEPARTMENT (A.H.D.) BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE AT THE BEGINNING OF A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF N 78°06'43" E – 107.80 FEET, RADIUS OF 14,523.95 (REC. SAME) AND CENTRAL ANGLE OF 0°25'31", AN ARC DISTANCE OF 107.80 (106.09 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE SOUTHWEST CORNER OF SAID "PURINA TRACT; THENCE N 01°10'00" W (REC. SAME) A DISTANCE OF 533.05 (527.54 REC.) FEET ALONG THE WEST BOUNDARY OF SAID "PURINA TRACT", WHICH IS A LINE THAT LIES 230.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTH HALF OF SECTION 8, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT AN ANGLE POINT IN SAID WEST BOUNDARY; THENCE N 26°36'03" W (REC. SAME) A DISTANCE OF 535.54 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID WEST LINE OF THE NORTH HALF OF SECTION 8 WITH THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY (BNSF) (FORMERLY ATCHISON, TOPEKA AND SANTA FE RAILWAY); THENCE N 84°23'13" E (N 84°23'24" E REC.) A DISTANCE OF 177.33 (198.30 REC.) FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00'00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A RADIUS OF 1,332.69 (REC. SAME) AND CENTRAL ANGLE OF 12°00'00", AN ARC DISTANCE OF 279.12 (REC. SAME) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF COMPOUND CURVATURE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY BEING A TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A

RADIUS OF 2,764.93 (REC. SAME) AND CENTRAL ANGLE OF 2°00,00", AN ARC DISTANCE OF 96.51 (96.52 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT A POINT OF TANGENCY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 510.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A POINT THAT LIES 100.0 FEET SOUTHERLY OF THE CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS OF SAID BNSF RAILWAY; THENCE S 79°36'47" E (S 79°40'09" E REC.) A DISTANCE OF 413.49 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY, WHICH LIES 100.0 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS, TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF STEEL COLUMNS ALIGNED ALONG THE EAST WALL OF THE PURINA BUILDING AS IT EXISTED IN NOVEMBER OF THE YEAR 2002, SAID INTERSECTION BEING THE POINT OF BEGINNING. THENCE S 10°22'23" W A DISTANCE OF 364.83 FEET ALONG SAID CENTERLINE PROJECTION AND SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE N 79°37'37" W A DISTANCE OF 115.06 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS TO AN ANGLE POINT IN SAID EAST WALL; THENCE S 10°22'23" W A DISTANCE OF 331.18 FEET ALONG SAID CENTERLINE OF STEEL COLUMNS AND THE SOUTHERLY PROJECTION OF SAID CENTERLINE TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON SAID NORTH RIGHT-OF-WAY LINE OF I-40; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF I-40, BEING A NON-TANGENT CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF S 89°31'08" E – 3,989.06 FEET, RADIUS OF 14,523.95 (REC. SAME) FEET AND CENTRAL ANGLE OF 15°47'11", AN ARC DISTANCE OF 4,001.70 FEET TO THE POINT ON THE EAST LINE OF SAID NORTH HALF OF SECTION 8, FROM WHICH AN A.H.D. BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE LIES S 81°37'31" E A DISTANCE OF 0.19 FOOT; THENCE N 00°21'19" E A DISTANCE OF 9.94 FEET ALONG SAID EAST LINE OF THE NORTH HALF OF SECTION 8 TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON SAID SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY WHICH LIES 100.0 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF THE SOUTH MAIN (WESTBOUND) RAILS AND FROM SAID SET RE-BAR, AN A.H.D. BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE LIES N 01°35'58" E A DISTANCE OF 2.48 FEET; THENCE N 79°36'47" W (N 79°40'09" W & N 79°43'03" W REC.) A DISTANCE OF 3,812.96 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE NBSF RAILWAY TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
PURINA EASEMENT

A STRIP OF LAND BEING A PORTION OF THE "PURINA TRACT" AS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN DOCUMENT RECORDED IN DOCKET 476, PAGES 41-46 (REC.) OF THE COCONINO COUNTY RECORDER'S OFFICE AND BEING SITUATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN IN COCONINO COUNTY, ARIZONA, SAID STRIP OF LAND BEING MORE PARTICULARLY DEFINED AS LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 3/4" O.D. IRON PIPE WITH NO IDENTIFICATION FOUND IN A HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 8 AND FROM WHICH A SQUARE HEADED BOLT FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 8, LIES S 01°10'00" E (BASIS OF BEARINGS PER REC.) A DISTANCE OF 2,665.67 FEET; THENCE FROM SAID NORTHWEST CORNER OF SECTION 8, S 01°10'00" E (REC. SAME) A DISTANCE 2,567.77 (2,573.23 REC.) FEET ALONG THE WEST LINE OF SAID NORTH HALF OF SECTION 8 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40 (I-40) AND FROM WHICH A 60D NAIL WITH NO IDENTIFICATION WAS FOUND LYING S 88°19'56" W A DISTANCE OF 0.57 FOOT; THENCE N 88°19'56" E (N 87°30'55"E REC.) A DISTANCE OF 124.09 (125.81 REC.) FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN ARIZONA HIGHWAY DEPARTMENT (A.H.D.) BRASS CAP RIGHT-OF-WAY MONUMENT FOUND IN CONCRETE AT THE BEGINNING OF A NON-TANGENT CURVE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT AND CONCAVE TO THE SOUTH HAVING A CHORD BEARING AND LENGTH OF N 78°06'43" E – 107.80 FEET, RADIUS OF 14,523.95 (REC. SAME) AND CENTRAL ANGLE OF 0°25'31", AN ARC DISTANCE

OF 107.80 (106.09 REC.) FEET TO A 1/2" RE-BAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE SOUTHWEST CORNER OF SAID "PURINA TRACT; THENCE N 01°10'00" W (REC. SAME) A DISTANCE OF 533.05 (527.54 REC.) FEET ALONG THE WEST BOUNDARY OF SAID "PURINA TRACT", WHICH IS A LINE THAT LIES 230.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTH HALF OF SECTION 8, TO THE POINT OF BEGINNING OF CENTERLINE (SIDE LINES OF STRIP BEGIN ON SAID WEST BOUNDARY OF THE "PURINA TRACT"); THENCE N 75°42'07" E A DISTANCE OF 237.77 FEET; THENCE N 80°14'11" E A DISTANCE OF 384.51 FEET; THENCE N 82°03'30" E A DISTANCE OF 469.59 FEET TO THE POINT OF TERMINUS OF CENTERLINE ON THE EAST BOUNDARY OF THE "PURINA WEST PARCEL", SAID POINT LIES N 80°27'22" E A DISTANCE OF 1,080.42 FEET, THENCE N 10°22'23" E A DISTANCE OF 45.84 FEET FROM SAID SOUTHWEST CORNER OF THE "PURINA TRACT" (SIDE LINES OF STRIP END ON SAID EAST BOUNDARY OF THE "PURINA WEST PARCEL").

EXHIBIT "B" (Additional Property)

PARCEL 1 AS DESCRIBED IN DOCKET 662, PAGE 75 (HEREINAFTER REFERRED TO AS R1) WHICH IS ALL OF THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN IN COCONINO COUNTY, ARIZONA LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF/ATSF RAILROAD AND NORTHERLY OF THE INTERSTATE 40 RIGHT OF WAY AND OFF RAMP AS SHOWN ON THE ADOT RIGHT OF WAY MAP PROJECT # I-40-4-701, SHEET 5 OF 5 DATED 1973 (HEREINAFTER REFERRED TO AS R2) AND EAST OF U.S. HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS, AND EXCEPT THAT CERTAIN PARCEL OF LAND SET FORTH IN A SPECIAL WARRANTY DEED TO ADOT AND RECORDED IN INSTRUMENT 3390420 (HEREINAFTER REFERRED TO AS R6) MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 7, A POINT FROM WHICH THE NORTHEAST CORNER OF SECTION 7 BEARS NORTH 01°10'00" WEST A DISTANCE OF 2662.66 FEET AWAY (BASIS OF BEARING AS PER R1); THENCE NORTH 01°10'00" WEST ALONG THE EAST LINE OF SECTION 7 A DISTANCE OF 94.89 FEET TO THE INTERSECTION OF THE EAST LINE OF SECTION 7 WITH THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 40 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 82°13'08" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 486.55 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE CONTINUING SOUTH 82°13'08" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 286.32 FEET TO A POINT WHICH LIES ALONG THE EAST WEST MID SECTION LINE OF SECTION 7; THENCE SOUTH 89°50'25" WEST ALONG SAID EAST WEST MID SECTION LINE, A DISTANCE OF 24.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE TO THE NORTHEAST; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 236.69 FEET, THROUGH A CENTRAL ANGLE OF 12°22'28", THE RADIUS OF WHICH IS 1095.92 FEET, WITH A CHORD BEARING OF NORTH 71°22'37" WEST, AND WITH A CHORD LENGTH OF 236.23 FEET, THENCE NORTH 66°35'27" WEST A DISTANCE OF 150.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 428.93 FEET, THROUGH A CENTRAL ANGLE OF 35°47'31", THE RADIUS OF WHICH IS 686.63 FEET, WITH A CHORD BEARING OF NORTH 84°31'14" WEST, AND WITH A CHORD LENGTH OF 421.99 FEET, TO THE SOUTHEASTERLY CORNER OF SAID R6; THENCE NORTH 44°48'59" WEST A DISTANCE OF 423.38 FEET TO THE NORTHEASTERLY CORNER OF R6; THENCE SOUTH 45°11'28" WEST A DISTANCE OF 40.00 FEET TO A POINT WHICH LIES ALONG THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS; THENCE NORTH 44°04'37" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 220.05 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT 3263227; THENCE NORTH 57°11'14" EAST A DISTANCE OF 227.12 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE ALONG SAID CURVE THE ARC LENGTH OF WHICH IS 185.05 FEET, THROUGH A CENTRAL ANGLE OF 24°24'32", THE RADIUS OF WHICH IS 434.37 FEET, WITH A CHORD BEARING OF NORTH 69°24'18" EAST, AND WITH A CHORD LENGTH OF 183.65 FEET, TO THE SOUTHEASTERLY CORNER OF SAID INSTRUMENT 3263227; THENCE NORTH 01°04'11" WEST A DISTANCE OF 109.74 FEET TO THE NORTHEASTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING THE BEGINNING OF AS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 324.48 FEET, THROUGH A CENTRAL ANGLE OF 07°23'37", THE RADIUS OF WHICH IS 2514.51 FEET, WITH A CHORD BEARING OF SOUTH 72°50'29" WEST, AND WITH A CHORD LENGTH OF 324.25 FEET; THENCE SOUTH 69°08'29" WEST A DISTANCE OF 191.45 FEET; TO THE NORTHWESTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING LIES ALONG THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS; THENCE NORTH 43°46'26" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 54.29 FEET TO A POINT WHICH LIES ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF/ATSF RAILROAD RIGHT OF WAY; THENCE NORTH 69°09'46" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 561.60 FEET TO AN ANGLE POINT; THENCE NORTH 84°23'34" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1679.81 FEET TO A POINT WHICH LIES ALONG THE EAST LINE OF SECTION 7; THENCE SOUTH 01°10'00" EAST ALONG SAID EAST LINE, A DISTANCE OF 1037.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT 3417898 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE ABOVE REFERENCED "POINT A"; THENCE NORTH 07°46'52" WEST A DISTANCE OF 50.59 FEET TO A FOUND 1/2" REBAR AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 82°28'39" WEST A DISTANCE OF 147.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 330.15 FEET, THROUGH A CENTRAL ANGLE OF 27°57'31", THE RADIUS OF WHICH IS 676.58 FEET, WITH A CHORD BEARING OF NORTH 83°32'02" WEST, AND WITH A CHORD LENGTH OF 326.88 FEET; THENCE NORTH 07°32'26" WEST A DISTANCE OF 422.82 FEET; THENCE NORTH 82°31'11" EAST A DISTANCE OF 464.96 FEET; THENCE SOUTH 07°31'15" EAST A DISTANCE OF 501.49 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT CERTAIN PARCEL Of LAND AS RECORDED IN SPECIAL WARRANTY DEED AS 2008¬-3491528 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1
THE FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND, BEING A PORTION OF THE DESCRIBED IN DOCKET 652, PAGE 74, COCONINO COUNTY RECORDS (CCR), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN ISTRUMENT 3314041 (CCR); THENCE SOUTH 07 DEGREES 32 MINUTES 25 SECONDS EAST (BASIS OF BEARINGS) ALONG WESTERLY LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 A DISTANCE 0F 420.55 FEET TO A POINT WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 28 MINUTES 30 SECONDS WEST; THENCE NORTHWESTERLY 33.78 FEET THROUGH A CENTRAL OF 02 DEGREES 52 MINUTES 08 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CLURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 273.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 25 SECONDS WEST; THENCE NORTHWESTERLY AND NORTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET; THENCE NORTHERLY 110.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT; THENCE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 74.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 255.98 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT 153.03 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 15 MINUTES 08 SECONDS; THENCE SOUTH 07 DEGREES 32 MINUTES 26 SECONDS EAST A DISTANCE OF 97.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:
TH FOLLOWING IS A DESCRIPI1ON OF A 2.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCKET 662, PAGE 74, COCONINO COUNTY RECORDS (CCR) (BASIS-OF BEARINGS IS THE NORTH LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 676.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 21

MINUTES 37 SECONDS WEST; THENCE NORTHWESTERLY 35.27 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 59 MINUTES 14 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 56 MINUTES 15 SECONDS WEST AI DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 275.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 48 SECONDS WEST; THENCE NORTHWESTERLY 318.49 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 22 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADUIS OF 397.77 FEET; THENCE NORTHERLY 109.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 59 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT. THENCE ON A NON-TANGENT LINE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 2.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 73 DEGREES 50 MINUTES 31 SECONDS EAST; THENCE SOUTHERLY 110.67 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS TO THE BEGINNING OF A REVERSE CURVE TO THE EAST HAVING A RADIUS OF 273.00 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS; THENCE ON A NON-TANGENT LINE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS EAST A DISTANCE Of 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 39 SECONS WEST; THENCE SOUTHEASTERLY 34.07 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 53 MINUTES 38 SECONDS; THENCE SOUTH 07 DEGREES 34 MINUTES 32 SECONDS EAST ALONG WESTERLY LINE OF THE PARCEL DESCRIBED INSTRUMENT 3314041 A DISTANCE OF 2.26 FEET TO THE TRUE POINT OF BEGINNING.

AND PARCEL 2 AS DESCRIBED IN DOCKET 662, PAGE 75 (HEREINAFTER REFERRED TO AS R1) WHICH IS ALL OF THAT PORTION OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN IN COCONINO COUNTY, ARIZONA LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 40, SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF/ATSF RAILROAD RIGHT OF WAY AND WEST OF THAT CERTAIN PARCEL OF LAND KNOWN AS THE RALSTON PURINA PROPERTY AS RECORDED IN INSTRUMENT 3242297, HEREINAFTER REFERRED TO AS R5, SAID PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, FOR REFERENCE, AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 8; A POINT FROM WHICH THE NORTHWEST CORNER OF SECTION 8 BEARS NORTH 01°10'00" WEST A DISTANCE OF 2662.66 FEET AWAY (BASIS OF BEARING AS PER R1); THENCE NORTH 01°10'00" WEST ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 94.89 FEET TO THE INTERSECTION OF THE WEST LINE OF SECTION 8 WITH THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 40 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 01°10'00" WEST ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 1037.83 FEET TO THE NORTHWEST CORNER OF SAID RALSTON PURINA PROPERTY; THENCE SOUTH 26°36'03" EAST A DISTANCE OF 535.54 FEET TO AN ANGLE POINT ALONG THE WEST LINE OF THE RALSTON PURINA PARCEL; THENCE SOUTH 01°10'00" EAST A DISTANCE OF 533.05 FEET TO THE SOUTHWEST CORNER OF SAID RALSTON PURINA PARCEL, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, THE ARC LENGTH OF WHICH IS 107.47 FEET, THROUGH A CENTRAL ANGLE OF 00°25'26", THE RADIUS OF WHICH IS 14523.95 FEET, WITH A CHORD BEARING OF SOUTH 78°03'40" WEST, AND WITH A CHORD LENGTH OF 107.47 FEET; THENCE SOUTH 88°20'38" WEST A DISTANCE OF 124.43 FEET TO THE POINT OF BEGINNING. THE COMBINED AREA OF PARCELS 1 AND 2 IS 39.041 ACRES, MORE OR LESS

EXHIBIT "C" (Fire Station Parcel)

PARCEL NO. 1
THE FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND, BEING A PORTION OF THE DESCRIBED IN DOCKET 652, PAGE 74, COCONINO COUNTY RECORDS (CCR), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN ISTRUMENT 3314041 (CCR); THENCE SOUTH 07 DEGREES 32 MINUTES 25 SECONDS EAST (BASIS OF BEARINGS) ALONG WESTERLY LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 A DISTANCE 0F 420.55 FEET TO A POINT WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 28 MINUTES 30 SECONDS WEST; THENCE NORTHWESTERLY 33.78 FEET THROUGH A CENTRAL OF 02 DEGREES 52 MINUTES 08 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CLURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 273.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 25 SECONDS WEST; THENCE NORTHWESTERLY AND NORTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET; THENCE NORTHERLY 110.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT; THENCE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 74.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 255.98 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT 153.03 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 15 MINUTES 08 SECONDS; THENCE SOUTH 07 DEGREES 32 MINUTES 26 SECONDS EAST A DISTANCE OF 97.27 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:
TH FOLLOWING IS A DESCRIPI1ON OF A 2.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF THE PARCEL DESCRIBED IN DOCKET 662, PAGE 74, COCONINO COUNTY RECORDS (CCR) (BASIS-OF BEARINGS IS THE NORTH LINE OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041), SITUATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT 3314041 (CCR); WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 676.58 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 20 DEGREES 21 MINUTES 37 SECONDS WEST; THENCE NORTHWESTERLY 35.27 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 59 MINUTES 14 SECONDS; THENCE ON A NON-TANGENT LINE NORTH 64 DEGREES 56 MINUTES 15 SECONDS WEST AI DISTANCE OF 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 275.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 48 SECONDS WEST; THENCE NORTHWESTERLY 318.49 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 22 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADUIS OF 397.77 FEET; THENCE NORTHERLY 109.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 59 SECONDS, TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT. THENCE ON A NON-TANGENT LINE NORTH 68 DEGREES 18 MINUTES 56 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY OF INDUSTRIAL DRIVE REALIGNMENT A DISTANCE OF 2.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 399.77 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 73 DEGREES 50 MINUTES 31 SECONDS EAST; THENCE SOUTHERLY 110.67 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS TO THE BEGINNING OF A

REVERSE CURVE TO THE EAST HAVING A RADIUS OF 273.00 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY 316.20 FEET THROUGH A CENTRAL ANGLE OF 66 DEGREES 21 MINUTES 45 SECONDS; THENCE ON A NON-TANGENT LINE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS EAST A DISTANCE Of 47.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 674.58 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 23 DEGREES 20 MINUTES 39 SECONS WEST; THENCE SOUTHEASTERLY 34.07 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 53 MINUTES 38 SECONDS; THENCE SOUTH 07 DEGREES 34 MINUTES 32 SECONDS EAST ALONG WESTERLY LINE OF THE PARCEL DESCRIBED INSTRUMENT 3314041 A DISTANCE OF 2.26 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "D" (Industrial Drive)

A PARCEL OF LAND, SAID PARCEL BEING A PORTION OF PARCEL 1 AS DESCRIBED IN INSTRUMENT NO. 3510883 (R) OF THE RECORDS OF COCONINO COUNTY, ARIZONA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT DESCRIBED AS "THE NORTHWESTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING LIES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89, ALSO KNOWN AS THE NORTH COUNTRY CLUB DRIVE OVERPASS" IN (R), THENCE N 43° 36' 39" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89, FOR A DISTANCE OF 54.27 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE N 69° 20' 45" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 561.61 FEET TO A POINT; THENCE N 84° 34' 36" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 429.36 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90° 00' 00" AND A RADIUS OF 255.92 FEET, FOR A DISTANCE OF 402.00 FEET, THE CHORD OF SAID CURVE BEARS S 50° 25' 24" E FOR 361.92 FEET, TO A POINT OF COMPOUND CURVE; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG A CURVE TO THE RIGHT., HAVING A CENTRAL ANGLE OF 39° 38' 47" AND A RADIUS OF 255.98 FEET, FOR A DISTANCE OF 177.13 FEET, THE CHORD OF SAID CURVE BEARS S 14° 23' 55" E FOR 173.62 FEET, TO POINT ON SAID CURVE, SAID POINT BEING THE NORTHEAST PARCEL CORNER OF EXCEPTION PARCEL NO. 1 DESCRIBED IN INSTRUMENT NO. 3510883; THENCE CONTINUE SOUTHWESTERLY ALONG THE NORTHERLY PARCEL LINE OF SAID PARCEL 1, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34° 15' 08" AND A RADIUS OF 255.98 FEET, FOR A DISTANCE OF 153.03 FEET, THE CHORD OF SAID CURVE BEARS S 51° 20' 57" W FOR 150.76 FEET, TO A POINT OF TANGENCY; THENCE 5 68° 28' 31" W, ALONG SAID NORTHERLY PARCEL LINE, FOR A DISTANCE OF 76.99 FEET TO A NONTANGENT POINT OF CURVATURE, SAID POINT BEING THE EASTERLY EASEMENT LINE OF A 50 FOOT EASEMENT DESCRIBED IN DOCKET 547. PAGE 696; THENCE NORTHERLY ALONG SAID EASTERLY EASEMENT LINE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13° 42' 57" AND A RADIUS OF 397.90 FEET, FOR A DISTANCE OF 95.25 FEET, THE CHORD OF SAID CURVE BEARS N 22° 48' 03" W FOR 95.02 FEET, TO A NONTANGENT POINT; THENCE S 69° 51' 20" E FOR A DISTANCE OF 22,56 FEET TO A POINT; THENCE N 68° 28' 31" E FOR A DISTANCE OF 62.26 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND NORTHERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 73° 53' 55" AND A RADIUS OF 175.98 FEET, FOR A DISTANCE OF 226.97 FEET, THE CHORD OF SAID CURVE BEARS N 31° 31' 33" E FOR 211.57 FEET, TO A POINT OF COMPOUND CURVE; THENCE NORTHERLY AND NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90° 00' 00" AND A RADIUS OF 175.92 FEET, FOR A DISTANCE OF 276.33 FEET, THE CHORD OF SAID CURVE BEARS N 50° 25' 24" W FOR 248.79 FEET, TO A POINT OF TANGENCY; THENCE S 84° 34' 36" W FOR A DISTANCE OF 377.23 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06° 02' 13" AND A RADIUS OF 558.50, FOR A DISTANCE OF 58.85 FEET, THE CHORD OF SAID CURVE BEARS S 81° 33' 29" W FOR 58.82 FEET, TO A NONTANGENT POINT ON THE EAST PARCEL LINE OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 3263227 (R1); THENCE N 00° 51' 02" W, ALONG SAID EAST PARCEL LINE, FOR A DISTANCE OF 8.27 FEET TO THE NORTHEAST PARCEL CORNER OF SAID PARCEL (R1), SAID POINT BEING A NONTANGENT POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE NORTH PARCEL LINE OF SAID PARCEL (EL), ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03° 26' 05" AND A RADIUS OF 2514.58 FEET, FOR A DISTANCE OF 150.74 FEET, THE CHORD OF SAID CURVE BEARS S 74° 59' 38" W FOR 150.72 FEET, TO A POINT; THENCE CONTINUE SOUTHWESTERLY ALONG SAID NORTH PARCEL LINE, ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03° 57' 32" AND A RADIUS OF 2514.58 FEET, FOR A DISTANCE OF 173.74 FEET, THE CHORD OF SAID CURVE BEARS S 71° 17' 50" W FOR 173.71 FEET, TO A POINT OF TANGENCY; THENCE S 69° 19' 04" W, ALONG SAID NORTH PARCEL LINE, FOR A DISTANCE OF 191.45 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2: (Original Parcel 8)

A PARCEL OF LAND, SAID PARCEL OF LAND BEING A PORTION OF THAT PARCEL AS DESCRIBED IN INSTRUMENT NO. 3263227 (R1) OF THE RECORDS OF COCONINO COUNTY, ARIZONA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT DESCRIBED AS "THE NORTHWESTERLY CORNER OF SAID INSTRUMENT 3263227, SAID POINT BEING LIES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89, ALSO KNOWN AS THE CONTINENTAL DRIVE OVERPASS" IN (R1), THENCE S 43° 37' 04" E, ALONG THE WESTERLY PARCEL LINE OF SAID PARCEL (R1), FOR A DISTANCE OF 6.52 FEET TO A POINT; THENCE N 69° 19' 04" E, FOR A DISTANCE OF 362.52 FEET TO A POINT ON THE NORTH PARCEL LINE OF SAID PARCEL (R1), SAID POINT BEING THE POINT OF CUSP OF A NONTANGENT CURVE; THENCE SOUTHWESTERLY ALONG SAID NORTH PARCEL LINE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03° 57' 32" AND A RADIUS OF 2514.58 FEET, FOR A DISTANCE OF 173.74 FEET, THE CHORD OF SAID CURVE BEARS S 71° 17' 50" W FOR 173,71 FEET, TO A POINT OF TANGENCY; THENCE S 69° 19' 04" W, ALONG SAID NORTH PARCEL LINE, FOR A DISTANCE OF 191.45 FEET TO THE POINT OF BEGINNING.

WHEN RECORDED, RETURN TO:
Elizabeth Burke, City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

FOURTH AMENDMENT TO LEASE

The City of Flagstaff, a political subdivision of the state of Arizona ("City" or "Landlord") and Nestle Purina Petcare Company, a Missouri corporation ("Purina" or "Tenant") enter into this Third Amendment to Lease effective August 16, 2016.

RECITALS:

A. The City and Purina have entered a lease of the property where the Purina pet manufacturing facilities are located. The substantive terms of the Lease are set forth in the 2003 Development Agreement, as amended by the 2008 First Amendment to Lease in 2008, respectively recorded in Instrument Nos. 3207666 and 3491226, Official Records of the Coconino County, Arizona ("Lease").

B. The Lease term was extended from an expiration date of October 15, 2015 to October 15, 2016, as approved in Second and Third Amendments to the Lease, respectively recorded in Instrument recorded in Instrument Nos.____ and ____, Official Records of the Coconino County, Arizona

C. The recitals set forth in City of Flagstaff Ordinance No. 2016-32, on file with the City Clerk, are incorporated herein by reference to reflect the history and purpose of the Development Agreement and underlying Lease, as amended.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION FOR THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Leased Property. The Leased Property under the Lease consists of the land legally described in Exhibit ____, which has been amended and restated herein to take into account different transactions (additions and deletions) to the leasehold called for in the Development Agreement as amended.

2. Extension Period. The Lease is hereby extended from October 15, 2016 until October 15, 2017. The Development Agreement will also expire on the latter date.

3. Effect. All other terms and conditions of the Lease shall remain in effect.

TENANT: NESTLE PURINA PETCARE COMPANY

_____

By:_____

Its:_____

LANDLORD: CITY OF FLAGSTAFF

_____

By: Mayor Nabours

Attest:

_____

By: Elizabeth Burke, City Clerk

Approved as to form:

_____

By:_____

City Attorney's Office

Attachment: Map and Legal description

S:\Legal\Civil Matters\2014\2014-626 Purina Scrubbers Air Quality\Third Amendment- to Lease 8-2-16.docx

Technical Memorandum

90 Hammond Dr, Suite 400
Atlanta, GA 30328
T: 770.396.9495

Prepared for: Nestlé Purina PetCare Company

Project Title: Odor Assessment and Mitigation Strategy

Project No.: 148334

Technical Memorandum

Subject: Flagstaff Odor Assessment and Mitigation Strategy Project Summary

Date: May 23, 2016

To: Gopi Sandhu, Director, Environmental Engineering Group

From: Philip Wolstenholme, Vice President

Copy to: Amy Kerr, John Cain, Andrew Sayer, Robert Downer (Nestlé Purina PetCare Company)
Theresa Muller, Si Givens, Steve Giese (Brown and Caldwell)

Prepared by: _____
David McEwen, Civil Engineer
California License No. C69475

Reviewed by: _____
Philip Wolstenholme, Mechanical Engineer
Georgia License No. PE017206

This technical memorandum (TM) summarizes a project completed by Brown and Caldwell (BC) for Nestlé Purina PetCare Company (NPPC) in which odors associated with the NPPC Flagstaff, Arizona pet food plant were assessed and a recommended odor mitigation approach was identified.

Section 1: Background

The NPPC Flagstaff factory has been in operation for 40 years and includes ingredient receiving, pet food production, packaging, finished product warehousing, and distribution operations. The pet food cooking process creates aromas, which are currently collected and exhausted on the roof through a series of stacks. NPPC has identified that odor mitigation options should be reviewed for this factory because of the residential and commercial growth that has taken place nearby in recent years.

The project summarized in this TM identifies the best path forward for significantly reducing offsite impacts.

Section 2: Baseline Testing and Modeling

A current assessment of emissions from the Flagstaff factory was needed so that appropriate options could be identified to lessen offsite impacts. Air sample collection and laboratory analysis was used to quantify current stack emissions; air dispersion modeling was used to provide an estimation of how far these emissions might currently travel away from the factory.

2.1 Stack Testing Elements

A focused air sampling and analysis program was completed in the fall of 2015 at the Flagstaff factory. Samples were collected and analyzed for total odor detectability and certain compounds commonly associated with food production. Following are descriptions of those tests.

Laboratory Analysis

Air samples were collected from key factory stacks using specialized equipment and containers. Sample collection activities followed standard source testing protocols. Collected samples were sent to the St. Croix Sensory odor panel laboratory for analysis and characterization using Method EN13725[1], which is one of the industry-accepted norms for this type of testing. The St. Croix laboratory is certified for this purpose. The trained odor panel reports the total detectability for each air sample in units of dilutions-to-threshold, or D/T, also referred to as “odor units”. This value is defined as the number of volumes of clean air that would be required to be mixed with the odorous air sample to make the total mixed volume non-detectable to the average person. For example, a 1-liter air sample that needed to be diluted with 1,000 liters of clean air would have a measurement of 1,000 odor units (or 1,000 D/T odor concentration).

Targeted samples were also collected and analyzed in a separate laboratory for compounds commonly associated with food production. This knowledge can sometimes help rule out certain types of odor mitigation technologies based on past experience with those technologies.

[1] EN13725 is a European method, which is also used in the United States. ASTM E679 is a US method for this analysis and it generally yields lower results.

2.2 Testing Results

The laboratory results indicate which cooking processes at the Flagstaff factory should be most closely evaluated as part of the mitigation strategy. This section discusses these observations.

Process Area Stack Emissions Quantification

Air samples to be analyzed by the odor panel were collected in Tedlar plastic bags using a vacuum pump apparatus shown in Figure 1. Air samples were collected from stacks emitting air from six different process areas of the factory. Multiple samples from each area were analyzed during times and days when different pet food products were being made.

Figure 1. Air Sample Collection for Odor Panel Analysis

Upon review of the odor panel data, the following two source types were found to have significantly higher D/T values than other cooking process exhausts:

- The five **extruder air-take-aways (ATAs)**, and
- The five **dryers**.

All other tested sources had odor detectability measurements on the lower end of what was observed during the study. Because of these data, BC determined that the extruder ATAs and dryers were the most appropriate sources to be managed at the Flagstaff facility to achieve the goal of significantly reducing current offsite odor impacts.

2.3 Model Results

The offsite impact of an air stream emitted from a stack or combination of stacks is estimated by a mathematical model. Field and laboratory measurements collecting during stack testing are entered into a US EPA-approved computer program called “AERMOD,” which calculates an hourly offsite impact on the surrounding

area under all possible weather conditions, and identifies a "worst-case" condition. Following production of a baseline model, reductions in offsite impact are estimated by modeling specific mitigation measures applied to the baseline run. Such measures may also change the location (horizontal and/or vertical) of the release point of the air and in turn may change the offsite point of maximum impact.

For the baseline Flagstaff run, the odor at the point of maximum impact was approximately 55 D/T. This modeled result is caused by the combination of all cooking exhaust stacks at the factory. The location of this maximum impact is shown on the Flagstaff factory map in Figure 2 near the northwest corner of the NPPC property. BC's experience at other facilities has shown that odor levels in this range are generally noticeable.

Figure 2. Baseline Odor Model Output Result on Area Map

Section 3: Odor Mitigation Approach

Additional dispersion modeling was completed assuming incorporation of various mitigation strategies on the key Flagstaff factory sources. The model results were analyzed to determine how well they met project goals. Next, specific technologies were evaluated to identify the likely best choices for the Flagstaff factory. This section describes the approach.

3.1 Odor Mitigation Program Development

BC completed dispersion model runs that tested the effect of reducing offsite impacts by treating the cooking exhaust air streams and/or dispersing the exhausts using new tall stacks. If an air stream is exhausted through a tall stack it experiences greater mixing with fresh air in the atmosphere such that by the time it reaches ground level it is noticeably less odorous. At the Flagstaff factory the presence of the tall mill building (Figure 3) presents an ideal opportunity to construct tall stacks which will achieve this objective. The modeling was completed using this dispersion approach and a separate air treatment approach for comparison. Specific air treatment technologies were analyzed to determine the most efficient choice.

Figure 3. Flagstaff Factory Mill Building

Table 1 summarizes the odor mitigation program for the Flagstaff factory that NPPC is proposing to begin this year. The table identifies the proposed, phased capital improvements and associated follow-up validation studies.

Table 1. Flagstaff Factory Odor Mitigation Recommended Approach

Year	Projects	Project Description and Projected NPPC Cost
Year 1 (2016)	Extruder ATA Dispersion	• Combine all extruder ATA air into one new tall stack supported by mill building • Anticipated fence line odor reduction of 35% from current value, estimated by dispersion model • Estimated cost is $430,000 with $67,000 additional annual energy usage
	Validation Study	• Fence line odor analysis and report completed following construction of new dispersion stack • Estimated cost is $50,000
Year 2 (2017)	Dryer Dispersion	• Combine all dryer air into four or five new tall stacks supported by mill building • Anticipated fence line odor reduction of 50% from current value, estimated by dispersion model. Includes anticipated Year 1 reduction. • Estimated cost is for Year 2 $670,000 with $205,000 additional annual energy usage
	Validation Study	• Fence line odor analysis and report completed following construction of new dispersion stacks • Estimated cost is $50,000
Year 3 (2018)	Extruder ATA Ionization	• Implement ionization of Extruder ATA exhaust for all 5 existing banks • Anticipated fence line odor reduction of 60% from current value, estimated by dispersion model and an assumed removal efficiency for the ionization technology. Includes prior years. • Estimated cost for Year 3 is $1,380,000 with $41,000 additional annual energy usage

Table 1. Flagstaff Factory Odor Mitigation Recommended Approach

Year	Projects	Project Description and Projected NPPC Cost
Year 3 (2018) [CONTINUED]	Optional Pilot Study	• Ionization is the assumed control technology for the purpose of this plan, but pilot testing is recommended prior to installation. • Estimated cost of pilot study is $60,000
	Validation Study	• Fence line odor analysis and report completed following construction of new ionization units (or alternate control technology) • Estimated cost is $50,000
Year 4 (2019)	Dryer Ionization	• Implement ionization of dryer exhaust for 3 of 5 existing dryers • Anticipated fence line odor reduction of 70% from current value, estimated by dispersion model and an assumed removal efficiency for the ionization technology. Includes prior years. • Estimated cost for Year 4 is $1,520,000 with $169,000 additional annual energy usage
	Optional Validation Study	• Fence line odor analysis and report completed following construction of new ionization units • Estimated cost is $50,000 • Follow-up odor study may be unwarranted, as all viable mitigation options will have been implemented by this time.

3.2 Odor Control Technology Evaluation

Odor control technologies that were considered potentially most effective included the following:

- **Biofilters** are environmentally friendly and use a bed of porous and moist media that support microorganisms that absorb and oxidize odorous constituents. Biofilters have a good track-record of success, but have the drawback of requiring a large footprint and can be considerably more expensive than other options. Additionally the weight of the biofilter would likely be an issue in construction of such a system on the Flagstaff factory roof.
- **Ionization** involves the electrically induced formation of air ions that attach to oxygen molecules to form reactive oxygen species. When a large concentration of these ions is produced, they can attach to and react with various odorous molecules and particles in the vicinity of the electrical field, thereby enabling considerable odor reduction. Ex situ (direct injection of ionized air into a duct) and in situ (conveyance of an entire air stream into an ionization reactor) are the two major forms of odor control with this technology.
- **Dry media adsorption** is used to reduce the concentration of odorous compounds in an odorous air stream by passing the air through a packed bed of media, often activated carbon, where the compounds are adsorbed into the media pores. Many dry media are sensitive to humidity, which presents an issue for their use at the Flagstaff factory. Additionally, activated carbon does not have a good history of successful reduction or removal of some of the compounds that could be present in the factory emissions.

The dry media adsorption technology was downgraded because of poor ability to remove the types of compounds commonly found in pet food cooking exhausts. The biofiltration technology was also downgraded because of size requirements. The ionization technology was determined to be a potentially feasible, efficient, and cost-effective odor control solution to be used in conjunction with dispersion at the Flagstaff factory, if warranted.

3.3 Testing and Modeling Procedures

The four-phased approach presented in Table 1 is being proposed at the Flagstaff factory to achieve reduction in offsite odor impacts. Based on the dispersion modeling and assumed removal efficiencies attributed to the ionization units, the point of maximum impact odor offsite could be reduced from 55 D/T to approximately 17 D/T following completion of all four phases of the proposed program. Additional sampling, laboratory analysis, and modeling will be conducted between the phases to confirm sufficient progress toward the goal of significantly reducing offsite impacts. Additional modeling will incorporate five consecutive years of meteorological data to enhance the results.

Prior to proceeding with the Year 3 project (installation of new ionization odor control systems), it is recommended that NPPC conduct pilot testing at the Flagstaff factory to: (1) confirm the removal efficiency of the systems under consideration, and (2) test various vendor ionization systems, including both ex situ and in situ systems. The ex situ systems are viewed as more desirable at this time because they only require modifications to the existing fan and ducting system and would occupy the least amount of space of all viable odor reduction technologies considered.

Following completion of the pilot testing, the extruder ATAs and dryer exhausts would be modified, as needed, to incorporate the selected ionization system. Should ionization systems not provide adequate odor removal based on the pilot testing results, other technologies will be considered if the dispersion technology (new tall stacks supported by the mill building) is deemed to be insufficient. These technologies might include biofiltration and dry media, in addition to other promising odor control technologies that are available and have had a sufficient track-record of success.

The project will manifold and route all five extruder air-take-away (ATA) system exhausts to the top of the mill building as recommended in the 2015 Brown and Caldwell odor mitigation study. Each 14 inch diameter fan outlet will connect to a duct that increases in diameter with each addition with a final diameter of 48”. All ducts will be stainless steel. A back draft damper will be placed in each ATA exhaust to prevent back feeding when a system is off while others are running. The vertical duct will be supported by the mill building and painted to match the mill building concrete.

113-37-005
113-37-004B
Width: 40 feet
Area: 29,300 sf
Flagstaff Urban Trails System
FUTS Easement
Nestle-Purina
Easement
Existing FUTS
Planned FUTS
N
100
Feet
City of Flagstaff
9 June 2016

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DRAFT AS OF 9/2/16 - STILL SUBJECT TO NEGOTIATION

URBAN TRAILS EASEMENT

For Valuable consideration, the sufficiency and receipt of which is hereby acknowledged, _____, a _____, hereinafter referred to as "Grantor", hereby grants and conveys unto the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Grantee", a non-exclusive perpetual (as provided herein) easement, hereinafter referred to as "Easement", for a non-motorized public access for a pedestrian, bicycle and other similar non-motorized use pathway and lateral and supplying utilities and structures as part of the Flagstaff Urban Trails System under, over, across and through the real property of Grantor situated in Coconino County, Arizona, and described in Exhibits A and A-1, both of which are attached hereto and by reference made a part hereof under the terms and conditions set forth below.

1. This Easement is granted to enable the Grantee to locate, construct, repair, replace, alter and maintain a non-motorized public access trail associated with the Flagstaff Urban Trails System (the "Trail").

2. The granting of this Easement is made on a non- exclusive basis to the Grantee for the benefit of the public.

3. This Easement shall include the rights to remove and to alter or maintain vegetation, improvements, or obstructions within the limits of the Easement that conflict with the use of the Easement. Grantor understands and agrees that neither Grantor, or its successors and assigns, shall cause or allow the construction or maintenance of any building or other structure or obstruction in or upon the Easement area conveyed without the prior written consent of Grantee, which may be granted or allowed in Grantee's sole discretion. Grantor understands and agrees that Grantee may cause the summary removal of any such building or structure so placed without Grantee's consent and that Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the property so removed.

4. Each party further agrees for itself, its heirs, successors and assigns that it shall not cause or allow any act or occurrence or condition of land that disturbs the subjacent or lateral support of the Easement area conveyed or Grantor's adjacent property. Grantee shall have the right of reasonable access over property adjacent to the area conveyed in a mutually agreeable location, but only on a temporary as-needed basis, for the limited purpose of

construction, maintenance, repair, reconstruction and use of any and all such public pedestrian, bicycle and other similar non-motorized use pathway and lateral and supporting structures in or on the Easement area conveyed and the right to remove any structure or vegetation located in the Easement area necessary or convenient to accomplish same.

5. Upon completion of any removal, alteration or maintenance of the trail improvements within the Easement by Grantee, the Grantee shall have the obligation to restore the attributes of the property disturbed by any such removal, alteration or maintenance to as near the pre-disturbance condition or better, including replacement of vegetation, trees and landscaping as physical characteristics of the constructed trail improvements permit and such restoration shall be subject to Grantor's reasonable approval. Grantee shall otherwise keep and maintain the Easement improvements in working order and in good and safe condition in compliance with all applicable legal requirements.

6. To the extent permitted by Arizona law, Grantee shall indemnify and hold Grantor harmless from any liabilities for injuries or damages to persons or property arising out of Grantee's or its contractors and their respective officers', agents', employees', licensees', and invitees' use of the Easement granted herein.

7. If the Grantee abandons the use contemplated by this Easement, the Easement shall terminate and the property interest herein shall revert to the Grantor. For the purposes of this instrument, the term "abandon" means the failure by Grantee to maintain the Trail, including maintaining a continuous and obvious treadway that is clear of obstructions and overgrown vegetation, within the Easement for a period of two (2) consecutive years following construction of said Trail.

8. The Grantor shall have the right to use and enjoy the property burdened by the Easement, provided such use and enjoyment does not interfere with Grantee's or the public's ability to utilize the Easement granted herein, and further provided that the Grantor shall not construct or permit the erection of any structure or improvement in the Easement Area that would interfere with the Easement or the operation of the Trail within the Easement without Grantee's written consent, provided, however, this Easement is granted on an AS IS WITH ALL FAULTS basis and is also subject to all preexisting rights and interests. The determination of whether Grantor's use and enjoyment or proposed construction of any structure or improvement would interfere with the Grantee's or the public's ability to utilize the Easement or the operation of the Trail shall be in the reasonable discretion of the Grantee.

9. Notwithstanding any other provision to the contrary contained herein, Grantee agrees as follows: (a) in no event will the Easement or Grantee's exercise of its rights granted herein interfere with Grantor's existing stormwater facilities and structures.

10. Concurrently with its installation of the Trail, Grantee will construct and install a six-foot chain link fence or standard FUTS trail fencing, at the option of Grantor, on Grantor property along both sides of the Trail in a mutually acceptable location acceptable to Grantor so that Grantor's property lines are fenced in. Fencing will be constructed in

compliance with applicable laws. Upon final acceptance of the fencing, Grantor will own and be responsible for fencing.

Grantor hereby agrees that this instrument shall be binding upon itself, its successor and assigns.

If Grantor is a corporation, by the signature of its authorized agent it signifies that the agent has been authorized by its Board of Directors or other necessary authorities to make this conveyance on behalf of the corporation.

IN WITNESS WHEREOF, Grantor has caused this Urban Trails Easement to be executed in its name by the undersigned officers this ___ day of _____, 2016.

GRANTOR:
_____

By: _____

Title: _____

STATE OF _____)
)
County of _____)

The foregoing instrument was acknowledged before me this ____day of _____, 2016, by _____, the _____ of _____, on behalf of _____.

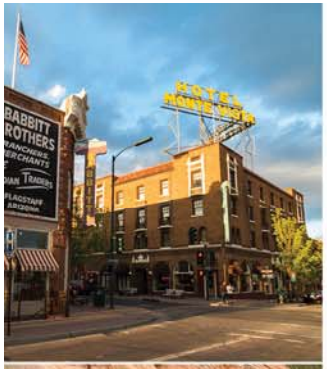
_____
Notary Public

My Commission Expires:

_____

Proposed Extension of Nestle-Purina Development Agreement and GPLET Lease

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Background

- Ralston Purina comes to Flagstaff in 1976
- Ralston Purina becomes Nestle-Purina PetCare
- Development Agreement is adopted in 2003
- Development Agreement is amended in 2008, 2015, and 2016
- Odor Mitigation Study 2016

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Performance Measures

- Dedicate Right of Way for Flagstaff Urban Trail System
- Implementation of Phases I & II of the Odor Mitigation Plan

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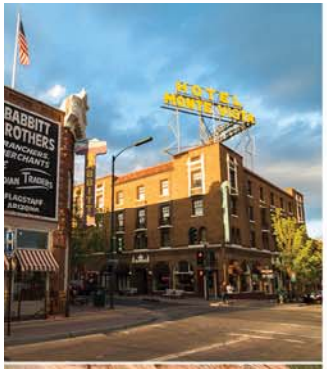

FUTS MAP

TEAM FLAGSTAFF
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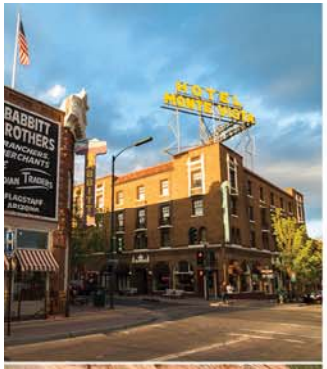

STACK DIAGRAM MAP

Performance Measures (continued)

- Phase I
  - Installation of a combined tall stack by April 30, 2017
  - Anticipated 35% reduction of modeled ground level odor as measured against the base line test value
  - Post Installation testing

Performance Measures (continued)

- Phase II
  - Combine all dryer exhaust into new taller stacks
  - Anticipated 50% reduction of modeled ground level odor as measured against the base line test value
  - Post Installation testing

Performance Measures (continued)

- Nestle Purina PetCare and City of Flagstaff agree to reconvene to assess odor mitigation effort on or before October 15, 2020

Fourth Amendment by the Numbers

- ~$800,000 property tax savings by Nestle-Purina
- ~$1.1 million capital investment by Nestle-Purina
- ~$90,000 dedication of land for the FUTS by Nestle-Purina
- ~$100,000 in testing by Nestle-Purina
- ~2.72 million in additional energy costs by Nestle-Purina
- ~$54 million estimated annual economic impact of Nestle-Purina in the community

Questions?

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Thank you

TEAM FLAGSTAFF

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Patrick Staskey, Fire Marshal

Date: 08/29/2016

Meeting Date: 09/06/2016

TITLE:

Consideration and Possible Adoption of Resolution No. 2016-20 and Ordinance No. 2016-25: Declaring as a Public Record that certain document known as the International Fire Code, 2012 Edition, and amendments, additions and deletions thereto and the 2016 Amendments to the Flagstaff City Code, Title 5, Fire Code and adopting said public record by reference. ***(Adopting changes to the Flagstaff Fire Code to be consistent with State law)***

RECOMMENDED ACTION:

At the Council Meeting of September 6, 2016

1) Read Resolution No. 2016-20 by title only
2) City Clerk reads Resolution No. 2016-20 by title only (if approved above)
3) Read Ordinance No. 2016-25 by title only for the first time
4) City Clerk reads Ordinance No. 2016-25 by title only (if approved above

At the Council Meeting of September 20, 2016

5) Adopt Resolution No. 2016-20
6) Read Ordinance No. 2016-25 by title only for the final time
7) City Clerk reads Ordinance No. 2016-25 by title only (if approved above)
8) Adopt Ordinance No. 2016-25

Executive Summary:

The action of adopting this ordinance will enact the 2012 International Fire Code , and subsequent amendments to the Flagstaff City Code, Title 5, Fire Regulations. The purpose of this adoption is to keep our Flagstaff fire codes in compliance with previously adopted state legislation, as well as the adoption of local amendments. The effective date for the 2012 IFC to take effect would be October 20, 2016.

Financial Impact:

There are no costs to the city associated with updating to a more contemporary version of the IFC. Plans review and construction inspections with updated standards will place some new demand on our fire inspectors, for a few months post adoption as they incorporate the new code.

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

REGIONAL PLAN:

1. Work across all government operations and services to prepare for the impacts of natural and human caused disasters.
2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to service all populations' areas and demographics.
3. Provide high quality emergency response and public safety services including law enforcement, fire, medical and ambulance transport service.

Has There Been Previous Council Decision on This:

The 2006 International Fire Code (The model code presently in use) was amended and subsequently adopted by Ordinance No. 2010-21, adopted by City Council on November 5, 2010

Options and Alternatives:

1. Table the ordinance to allow for more public input. The effect of this action would be to delay adoption.
2. Amend the ordinance to add or remove specific requirements.
3. Do not approve the ordinance. This action would have little effect as the State of Arizona has adopted this version of the IFC which placed it as a minimum requirement.

Background/History:

Adopting this ordinance will enact the 2012 International Fire Code, and the 2012 amendments to the Flagstaff City Code, Title 5: Fire Regulations and provide for their incorporation into city code. This action codifies the model fire code in Flagstaff that was previously adopted by the State Fire Marshal's Office in January of 2016.

With Resolution No: 2016:-20 the City of Flagstaff Council has declared the 2012 International Fire Code (IFC) and the 2012 amendments to the Flagstaff City Code, Title 5 Fire Regulations (2012 Amendments) to be public record, three copies of which are on file in the office of the city clerk.

The Flagstaff Fire Department routinely updates its local Fire Code with a more contemporary model version. This update traditionally takes place every 6 years in accordance with the building departments model code update. The building department is presently using the 2012 International Building Code (IBC). Model codes such as the IFC and IBC are designed as minimum standards and local jurisdictions are encouraged to amend them locally to suit local conditions. Local amendments are proposed for the IFC. In the future, it is the intent of the Fire Department to match the fire code edition with the other ICC codes adopted by the City.

The 2012 Amendments deal with changes in the model code that are of significant local importance. The changes to the model code specific to Flagstaff are as follows:

1. Fire sprinkler systems to be required in all commercial buildings greater than 5000 square feet or three stories in height. This has been required in Flagstaff since the 1980 s. 2. Adding a chapter specific to community special events, the chapter includes guidelines on fencing and exiting, crowd management

and mobile food trucks.

3. Addition of Flagstaff's local addressing criteria.

4. Refrigerant Detection Equipment in convenience stores with a minimum quantities of hazardous materials used for this application.

Key Considerations:

1. Little impact on single family residential construction. The IFC is geared to commercial business operations

2. Clarity in requirements. The adoption process will place the 2012 IFC as the single model code for fire protection requirements in the region. NAU, the county and the state of Arizona are presently using the 2012 IFC code adoption will enhance developer friendly environment

3. Stream line the project review process the city building department and the fire department are using the same year model code.

4. Address specific community Hazards though our amendment adoptions. This incudes a special events section as an example.

Community Benefits and Considerations:

In February and March of this year, the Fire Department scheduled meetings with local general contractors as well as scheduled an open house with fire protection sub-contractors. The purpose of these meetings was to educate these stakeholders about the IFC adoption proposal and review significant updates from the 2006 IFC as well as amendments. Specific external interest groups included: Northern Arizona Homebuilders and service clubs. There was little to no negative feedback from these external interest groups only clarifications as to the code and updates, feedback seemed positive. The Fire Department has also met with various city divisions seeking input and offering our availability to meet and discuss the code adoption process. Those internal city groups included: community development, engineering, the building department, and code compliance. Input was discussed and in most cases incorporated into the local amendments.

Community Involvement:

Choose which of the following that applies and REMOVE ALL OTHERS:

Consult/Involve:

Through our community outreach activities we have consulted and elicited feedback from those community members who are most effected by the code adoption.

Attachments:

Significant Changes between the 2006 and 2012 Codes as well as the City of Flagstaff Adopted Amendments

3-3-16 FP Open House Roster

Res. 2016-20

Ord. 2016-25

PowerPoint

FLAGSTAFF FIRE DEPARTMENT

211 W Aspen Avenue Phone 928-779-7688
Flagstaff AZ 86001 Fax 928-779-7668

Significant Changes between the 2006 and 2012 Codes as well as the City of Flagstaff Adopted Amendments

Fire Prevention's goal through this 6 month process has been to:

- Simplify our amendments
- Make our amendments more user and customer friendly with regard to understanding and life safety specific information and regulations.
- Clean up deficiencies and ambiguities in the old document by way of removing sections that were no longer needed due to changes in the new Code
- Add language specifically applicable to the community we live in
- Only recommend amendments unique to our community while attempting to standardize requirements, as much as possible, with the building department that will make it easier for the general public and the building trades to work in this area, without compromising life safety.
- Come up with a product that would be understandable, enforceable, and life safety oriented while taking into consideration our customers' needs
-

Purpose for the adoption of the 2012 Code

- Present code is 6 years old 2 code cycles (Best practices encourage 6 year code cycles as a maximum)
- Alignment with Building Department (They are working out of the 2012 models codes)
- New code addresses new technology in the construction industry
- SFMO- Moved to the 2012 IFC, this will be a minimum requirement at the state level (NAU's Jurisdiction)
- Our present ISO Rating based on code updates every 6 years

The attached document depicts what code sections have been amended.

This currently is a draft and is subject to change at the discretion of the Building and Fire Board of Appeals or the Fire Department based on feedback prior to submission for approval.

Section Specific Recommended Amendments to the 2012 International Fire Code

Chapter 1- Scope and Administration

- No significant changes to previous amendments recommended
- New amendment recommendation to include adopting all applicable reference codes and standards in Chapter 80 of the IFC.
- Recommendation – we are presently looking into modifying the existing Fee Schedule to make it more beneficial to our customers and the city.

Chapter 2- Definitions

- Clarification of a detached building
- Recommendation to add a new definition; "Sky Lantern". Sky Lanterns have gained popularity, and demonstrated to be problematic.

Chapter 3- General Requirements

- Recommendation to prohibit the aforementioned "Sky Lantern"(s).

Chapter 4- Emergency Planning and Preparedness

- No recommended amendments

Chapter 5- Fire Service Features

- New amendments to reflect existing Fire Department amendments with regard to consistency with other IFC chapter, definitive terminology, and to accommodate the local equipment that will be used in emergency responses.
    - Note- this includes items such as turning radius specific to the apparatus that the fire department currently responds with as well as road and driveway grades.
    - Subject to A.R.S. 9-808 "*Fire apparatus road or approved route; one or two family residences: utility or miscellaneous accessory buildings or structure definitions* ", that the 2012 Code cannot be amended with regard to the current adopted code without the possibility of negating its requirements

- Recommendation to define the dimensions of addressing numbers and letters for visibility to responding emergency units. Sizes can change depending on the distance, location, or visibility of the numbers or letters with regard to the building distance from the approach route of emergency response units.

Chapter 6- Building Services and Systems

- Recommendation based on 2012 model code that includes detection and alarms systems in areas where refrigerant mechanical equipment is located –Specifically and convenience stores and restaurants. amendments

Chapter 7- Fire Resistance-Rated Construction

- No recommended amendments

Chapter 8- Interior Finish, Decorative Materials and Furnishings

- No recommended amendments

Chapter 9- Fire Protection Systems

- Recommendation to clarify the wording of the current Code language to make it more clear and consistent with the 2012 IFC. The majority of the changes to this section are to reflect the need to carry forward our current amendments and formatting to the new Code. None of the reflected changes are any more restrictive than the existing Code and amendments.
    - Note
        - The 2012 IFC specifically addresses sprinkler system requirements in each occupancy classification. Amendments to each classification center on local previous code amendments to require a sprinkler system in all commercial occupancies when square footage is over 5000 Square feet or 3 stores in height.
          .

- Recommendation to require that records of Fire Protection Systems inspection, tests, and maintenance, revealing significant deficiencies, be forwarded, by hard copy, to the Fire Department within 30 business days.

- Recommendation to delete Section 905.3.4.1 “Hose and Cabinets” in its entirety.
    - Note: the reason for this deletion is that we do not want the general public to attempt to use a fire hose to suppress a fire and we cannot regulate the continued maintenance and testing of private fire hose to assure its functionality for our use. We will however continue to require, per the Code, installation of standpipes that we can connect Fire Department hose to as needed.

Chapter 56- Explosives and Fireworks

- A.R.S. 36-3601 “Relating to Fireworks ”, The city has adopted ordinance 5-02-002-0001 to comply with new Arizona Revised Statutes requirements

With regard to subsequent Chapters:

- The 2012 International Fire Code has significantly changed with regard to comprehensiveness and clarity; therefore, the need to amend Chapters past Chapter 9 has not been found to be necessary during this code cycle.
- Recommendation based on our community's special events calendar and frequency to include the addition of a Special Events Chapter into Flagstaff s IFC which would be Chapter 12

Appendices to the 2012 Fire Code

Note:
Per the Fire Code language- "Provisions contained in the appendices are not mandatory unless specifically referenced in the adopting ordinance. "

Appendix "A"- Board of Appeals

- Recommend to delete in its entirety

Appendix "B"- Fire Flow Requirements for Buildings

- Recommend to adopt in its entirety.

Appendix "C"- Fire Hydrant Locations and Distribution

- Recommend to adopt in its entirety.

Appendix" D"- Fire Apparatus Access Roads

- Recommend to adopt in its entirety to be consistent with aforementioned Fire Service Features- (Chapter 5)

Appendix "E"- Hazard Categories

- Not recommended for adoption is it is for information purposes only and not intended for adoption.

Appendix "F"- Hazard Ranking

- Not recommend to adopt in its entirety.

Appendix "G"- Cryogenic Fuels- Weight and Volume

- Not recommended for adoption is it is for information purposes only and not intended for adoption.

Appendix "H"- Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement Instructions (HMIS)

- Recommend to adopt in its entirety.

Appendix “I”- Fire Protection Systems- Noncompliant Conditions

- Recommend to adopt in its entirety.

Appendix “J”- Building Information Sign

- Not recommended for adoption as a valuable tool for our jurisdiction.

FFD Open House – Fire Protection Trades

3-3-16 - Discussion and training on 2012 Code Adoption

Name	Company	E Mail Contact
1. James Devons	Century Sec.	Centurysecurity@Earthlink.net
2. Nathan R Jackson	AZ Fire Sprinklers	azfire@swiftaz.net
3. MARC FORMAN	AE & C	AEC@COMMSPEED.NET
4. Bobby TOON	FIREMASTER	Bob TOON@gmail.com
5. Warren Blake	CopperStateFire	~~wblake~~ wblake@copperstatefire.com
6. James Battise	AZ Fire	jbcricket88@yahoo.com
7. Robert Glaze	Wicked Fire	wickedfp@msn.com
8.		
9.		
10.		
11.		
12.		
13.		

RESOLUTION NO. 2016-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT KNOWN AS THE *INTERNATIONAL FIRE CODE, 2012 EDITION, AND AMENDMENTS, ADDITIONS AND DELETIONS THERETO AND THE 2016 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 5, FIRE CODE*

RECITALS:

WHEREAS, the Mayor and City Council of the City of Flagstaff ("City") wish to declare the ***International Fire Code, 2012 Edition and amendments, additions, and deletions thereto and 2016 Amendments to Flagstaff City Code, Title 5, Fire Code,*** to be a public record to be maintained by the City Clerk for the convenience of its citizens and to permit its adoption by reference into the City Code; and

WHEREAS, the City Council finds that three copies of the ***International Fire Code, 2012 Edition and amendments, additions, and deletions thereto and 2016 Amendments to Flagstaff City Code, Title 5, Fire Code,*** have been placed on file with the City Clerk as a public record available for inspection by the public until such time as the City Council shall adopt a later edition of the Flagstaff Fire Code.

ENACTMENTS:

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

SECTION 1: That the ***International Fire Code, 2012 Edition and amendments, additions, and deletions thereto and 2016 Amendments to Flagstaff City Code, Title 5, Fire Code,*** three copies of which are on file in the office of the City Clerk, are hereby declared to be a public record.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 20th day of September, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

International Fire Code, 2012 Edition and Amendments, Additions and Deletions Thereto and 2016 Amendments to the Flagstaff City Code, Title 5, Fire Code

5-02-001-0005 AMENDMENTS

The following provisions shall have the effect of either amending, adding to, or deleting from the International Fire Code, ~~2006~~ 2012 Edition:

CHAPTER 1, IFC, Administration

Amend Section 101.1 Title, to read:

These regulations shall be known as the Fire Code of City of Flagstaff, hereinafter referred to as "this code."

Amend Section 102.7 entitled "Reference codes and standards", by adding:

Referenced codes and standards as listed in Chapter 80, and in this document are adopted in their entirety.

Amend Section 104.6, Official Records, to read:

The fire code official shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained as prescribed by state and city archival regulations.

Amend Section 105.6.2 entitled "Amusement Buildings" to read:

An operational permit is required to operate any amusement building or special event as required by the fire code official.

Amend Section 105.6.30 Open Burning, by deleting:

Exception: Recreational fires.

Amend Section 108.1 entitled "Board of appeals established", to read:

Or should we do this: The Building and Fire Code Board of Appeals created in Chapter 2-02 of the Flagstaff City Code shall hear and decide appeals of orders, decisions or determinations made by the fire official relative to the application and interpretation of this code.

Amend Section 109.4 entitled "Violation penalties", to read:

Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under a provision or provisions of this code, shall be guilty of a class one misdemeanor and upon conviction shall be punishable by a fine and/or imprisonment set forth by the governing laws of the jurisdiction. Each separate day or any portion thereof, during which any violation of this Code occurs or continues, shall be deemed to constitute a separate offense.

CHAPTER 2, IFC, Definitions

Amend Section 202 entitled "Definitions; Detached Building" to read:

DETACHED BUILDING: A separate stand alone structure that is separated from other buildings in accordance with the requirements of the International Building Code, greater than 200 square foot and/or within 15 feet of the existing or primary structure. This classification shall include, but not limited to the following:

Casitas
Gazebos
Storage
Sheds
Garages
Green
Houses
Ramadas
Barns
Shops

Amend Section 202 entitled Definitions, by adding:

SPECULATIVE WAREHOUSE. A building designed for high piled combustible storage without a known type or commodity designation specified.

SKY LANTERN. A device designed to carry an open flame as an airborne light. Also known as, but not limited to, Kongming Lantern, Whish Lantern, Sky Candle, Fire Balloon.

<u>CHAPTER 3, IFC, General Requirements</u>

Amend Section 308 entitled "Open Flames" by adding:

308.1.1.1 Sky Lanterns. The lighting of, and/or release of Sky Lanterns is prohibited.

Amend Section 308.1.5 Location near combustibles, to read:

Candles or other open flame devices shall not be left unattended. Open flames shall be extinguished when direct supervision is unavailable.

BBQ grills shall be for outdoor use only. BBQ grills may be used on open balconies if proper clearances from combustibles are maintained. For listed appliances, follow the manufacturer's instructions for proper clearances. Instructions for listed grills must be kept on premises and be made available to the Fire Department. BBQ grills shall never be used directly under unprotected combustible construction. Units must be supported by sturdy, non-combustible construction. In the absence of manufacturer's instructions and for all unlisted appliances, clearances shall be maintained as follows: from the front, sides, floor, and rear of unit 36 inches.

Exception: A minimum of 6 inches may be allowed to the rear of BBQ grills equipped with a metal lid, as long as combustible construction does not exceed the horizontal plane of the unit, i.e. above the unit.

<u>CHAPTER 5, IFC, Fire Service Features</u>

Amend Section 503.1.2 Additional Access, by adding:

Approved secondary access shall be provided to all subdivisions and developments when fire access exceeds 1200 feet in length. Secondary access shall be provided for all developments that exceed 50 units/lots.

Amend Section 503.2.3 Surface, to read:

Fire apparatus access roads shall be designed and maintained to support a minimum 80,000 pounds gross vehicle weight shall be surfaced as to provide all weather driving capabilities. A maintenance agreement for private roads or other fire access may be required showing the responsibility for roadway maintenance and snow plowing.

Amend Section 503.2.4 entitled "Fire Service Features; Fire Apparatus Access Roads; Specifications; Turning Radius", to read:

The required minimum turning radius of a fire apparatus access road shall be 35 feet inside, 55 feet outside, or 45 feet on center

Amend Section 503.2.5 Dead ends, by adding:

There shall be no parking or other obstructions in fire apparatus turnaround areas that would impair turning of apparatus. When parking or other design features are desired, the proper design must be approved. Accumulation of snow must also be accounted for to prevent winter time obstructions.

Amend Section 503.2.7 entitled "Fire Service Features; Fire Apparatus Access Roads; Specifications; Grade, to read:

The gradient for a fire apparatus access road shall not exceed 10 percent on straight sections of roadway and 5 percent side slope on turnarounds and curves

Amend Section 504.2 Maintenance of exterior doors and openings, by adding:

Exterior doors and openings required by this code or the building code shall be maintained readily accessible for emergency access by the fire department. Exterior doors hall be supplied with an approved exterior handle

Amend Section 505.1 Address Numbers, by adding:

Commercial address numbers shall be a minimum of 6 inches high with a minimum stroke width of 0.5 inch. Buildings in multi-building complexes must be marked with 12” minimum numbers. When address numbers attached to buildings are insufficient to be seen from the street, additional numbers may be required at a location approved by the Chief. Approved identification shall also be provided on the rear door(s) at any location where access into the building may be difficult to determine.

Amend Section 507.3 Fire Flow, to read:

Fire flow tests used to design sprinkler systems, standpipe systems, and fire supply mains shall be performed by a contractor licensed by the State of Arizona, and who has a current business license issued by the City of Flagstaff. The test shall be witnessed by the Flagstaff Fire Department.

Amend Section 508 Fire Protection Water Supplies, by adding:

508.6 Modifications. When automatic fire sprinkler systems or other approved fire protection systems or features are installed, the specifications of this section may be modified at the discretion of the Chief, when in his opinion, fire fighting or rescue operations will not be impaired.

Amend Section 507.1 Required water supply, by adding:

When any portion of the facility or building protected is in excess of 300 feet from a water supply on a public street for commercial occupancies and 500 feet from a water supply for residential single family and duplex occupancies, as measure by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the Chief.

Amend Section 507.2 Type of water supply, by adding:

Water supply for a major system component as described by the American Water Works Association must provide a continuous and uninterrupted supply of fire protection water through redundancy. Fire mains in excess of 1,000 feet in length or which have more than 3 hydrants affixed shall be looped to a second source of water. All fire mains hereafter constructed shall be a minimum of 8 inch diameter but in all cases shall be of sufficient size to adequately supply the required fire flow.

Amend Section 507.3 Fire flow, to read:

The method for determining fire flow requirements for buildings and subdivisions shall be Appendix B Fire Flow Requirements for Buildings.

<u>CHAPTER 6, IFC, Building Services and Systems</u>

Amend Section 606.8 Refrigerant detector, to read:

Machinery rooms shall contain a refrigerant detector with an approved and distinctive audible and visual alarm. The alarm notification devices shall comply with the audible and visual requirements of the *National Fire Alarm Code*, NFPA 72. A supervisory alarm shall be activated when the mechanical ventilation system fails. The detector, or a sampling tube that draws air to the detector, shall be located in an area where refrigerant from a leak will concentrate. The alarm shall be activated at a value not greater than the corresponding TLV-TWA values shown in the International Mechanical Code. Detectors and alarms shall be placed in one or more locations to assure notifications of all occupants.

<u>CHAPTER 9, IFC, Fire Protection Systems</u>

Amend Section 901.2 entitled "Construction documents", by adding:

Automatic sprinkler systems designed in accordance with NFPA 13, 13D and 13R shall be submitted and reviewed bearing a review certification and signature of a minimum level Ill NICET Certified Engineering Technician {CET) or Arizona registrant. Fire alarm systems designed in accordance with NFPA 72 shall be reviewed and submitted bearing a review certification and signature of a minimum level Ill NICET Technician or Arizona registrant.

Amend Section 901.3 by adding:

901.3.1 Modifications. No person shall remove or modify any fire protection system installed or maintained under the provisions of this code without prior approval by the fire chief or fire code official.

Amend Section 901.6.2 entitled "Records", to read:

Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and deficiencies shall be copied to the authority having jurisdiction within thirty (30) business days.

Amend Section 901.6, by adding:

901.6.3 Inspection and testing. All fire protection systems shall be inspected and tested annually by a contractor licensed by the State of Arizona and who has a current business license issued by the City of Flagstaff to work on the specific type of fire protection system being inspected or tested.

Amend Section 903.2 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Where required", by adding:

In addition to the requirements of the fire and building codes, an approved automatic monitored sprinkler system shall be installed throughout all levels of all new Group B, E, F, M, U and S occupancies 5,000 square feet (464m2) or greater and in all buildings over 3 stories in height regardless of the total square footage.
Such systems shall be in accordance with the International Fire Code, International Building Code and installed in accordance with NFPA 13, 13D or 13R as specified by the fire code official.

Notwithstanding the foregoing, an automatic monitored fire sprinkler system may be installed in any building regardless of floor area.

Amend Section 903.2.1.1 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-1, to read:

An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi theater complex.

Amend Section 903.2.1.3 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-3", to read:

An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Amend Section 903.2.1.4 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-4", to read:

An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Amend Section 903 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Where required; by adding:

903.2.2.1 Group B

An automatic monitored sprinkler system shall be provided throughout all Group B occupancies where any of the following exist:

1. Where Group B fire area is 5,000 square feet (464m2) and greater, or
2. Fire area is located more than three stories above grade

Amend Section 903.2.2 Ambulatory care facilities, to read:

903.2.2.2 Ambulatory care facilities

An *automatic sprinkler system* shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the *level of exit discharge*, an *automatic sprinkler system* shall be installed throughout the entire floor where such care is provided as well as all floors below, and all floors between the level of ambulatory care and the nearest *level of exit discharge*, including the *level of exit discharge*.

Amend Section 903.2.3 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group E", to read:

An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fie areas greater than 5000 square feet (462m2) in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

Amend Section 903.2.4 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group F-1", to read:

An automatic sprinkler system shall be provided throughout all buildings containing Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet (464m2).
2. A Group F-1 fire area is located more than three stories above grade plan.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464m2).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m2).

Amend Section 903.2.4.1 Woodworking operations, to read:

An automatic sprinkler system shall be provided throughout all F-1 occupancy fire area that conation woodworking operations in excess of ~~2500~~ 5000 square feet in area (464 m2) which generate finely divided combustible waste or which use finely divided combustible materials

Amend Section 903.2.7 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Where required; Group M", to read:

An automatic sprinkler system shall be provided throughout buildings containing Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet (464m2).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464m2).
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m2).

Amend 903.2.8 entitled Group R, to read:

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R-1 and R-2 fire area.

Amend Section 903.2.9 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group S-1", to read:

An automatic sprinkler system shall be provided throughout all buildings containing Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet (464m2).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464m2).
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m2).

Amend Section 903.2.9.1 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Repair Garages", to read:

An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (464m2).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (464m2).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m2).

Amend Section 903.2.10 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group S-2 enclosed parking garages", to read:

An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the International Building Code as follows:

1. Where the fire area of the enclosed parking garage exceeds 5,000 square feet (464m2)
2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

Amend Section 903.3.1.1.1 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Installation requirements; Exempt locations", to read:

Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire resistance rating of not less than 2 (two) hours.
4. Fire service access elevator machine rooms and machinery spaces.
5. Machine rooms and machinery spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.

Amend Section 903.3.5 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Installation requirements; Water supplies", by adding:

The introduction of any toxic substance shall be prohibited. If a sprinkler system is connected to a potable water supply, the use of solutions other than that of pure glycerin (C.P. or U.S.P. 96.5 percent grade) or propylene glycol shall not be permitted."

Amend Section 903.3 installation requirements, by adding:

903.3.8 Speculative warehouse special requirements

Speculative warehouses shall comply with Chapter 32, and this Chapter. Where the maximum allowable storage height can exceed 12 feet (3658mm) but less than 22 feet (6706mm) the following shall apply:

1. Design for a Class IV non-encapsulated commodity, double row rack storage, 8 foot (2,438mm) aisles and 286 degree sprinklers; and
2. Hydraulically design to protect the maximum possible clear height of storage without in-rack sprinklers; and
3. Add 500 GPM at the base of the riser for inside hose to hydraulic calculations, and provide the hose stub-outs for future installation or use existing columns for hose installing locations.

Where the maximum allowable storage height can exceed 22 feet (6706mm) the following shall apply:

1. Hydraulically design system to protect the maximum possible clear height of storage without in-rack sprinklers; and
2. Provide .64 GPM per square foot over the hydraulically most remote 2,000 square feet (609600mm); or use an approved alternative design such as ESFR sprinklers.

Amend Section 905 Standpipe Systems, by adding:

Section 905.12 Other Standpipe Systems Required Locations. Notwithstanding the previously specified required locations, approved standpipe systems shall also be required in: Commercial buildings greater than two stories in height.

Amend Section 905.3.4.1 entitled "Hose and cabinet" by deleting in its entirety.

Amend Section 912.2 Location, to read:

With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located such that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. Fire department connections (FDC) shall be remote from the building if possible.

Amend Section 912.2.1 Visible Location, to read:

Fire department connections shall be located at the primary entrance to the site, fully visible and recognizable.

<u>CHAPTER 12, IFC, Reserved</u>

Amended Chapter 12, by adding:

Chapter 12 - Special Event Requirements

Section 1201 Definitions

Special Event: An organized activity involving the use of, or having impact upon, city property, city facilities, parks, sidewalks, street areas or the temporary use of city property in a manner that varies from its current land use.

Exhibit: A space or portable structure used for the display or products or services.

Outdoor assembly event: Private or public event conducted outdoors including but not limited to festivals, and or celebrations having the projected attendance or 500 people or more persons throughout the event or conferring 50 or more attendees by the permitted or temporary installation of barricades or fencing.

Mobile Food truck: A licensed motorized vehicle or mobile food unit which is temporarily or permanently staged on a property where food items are sold to the general public.

1201.1 Scope An assembly of persons with a common purpose to watch or participate in an activity that is different than the normal course of business for a location. The event may include

entertainment, food/beverage, and use of temporary fencing, stands, structures or tents. Events may include but not limited to concerts, circuses, fairs, festivals, parades, trade shows, exhibits, mazes or similar celebrations Special events may increase the impact or disruption normal traffic flow or involve road closures.

1202 General Requirements

1202.1 Permit – permit shall be required as set forth by the City of Flagstaff Special Event Permit Review Process.

1202.2 Site Plans – detailed site plans shall be submitted with the special events permit Outdoor Events.

1202.3 Permits and site plans shall be submitted per the cities special event process and shall include but not limited to:

1. Means of egress
2. Location and width or exits and aisles
3. Location of exit signs
4. Location of fencing or means used to confine attendees
5. Total squared foot of enclosed space
6. Location, size and arrangement of all tents, booths and cooking equipment
7. Location and access of emergency vehicle access roads
8. Location of fire protection equipment
9. Type and location of heating and electrical equipment where applied.

1202.4 Access for firefighting and medical services -- Approved vehicle access for firefighting and EMS services.

1202.5 Combustible Storage - combustible materials stored at special events shall be stored in approved locations and containers.

1202.6 Crowd mangers – crowd mangers shall be provided when the code official determines that an indoor or outdoor gathering warrants crowd control.

1202.7 Fire Extinguishers - Fire extinguishers shall be in accordance with section 906.

1202.8 Fire Watch - fire watch shall be in accordance with section 115.

1202.9 Housekeeping -the special events and related areas shall be kept free from combustible debris at all times

1203 Outdoor Assembly Events

1203.1 General – Outdoor events shall be in accordance with this section and section 10.

1203.2 Exits - Exits shall comply with chapter 10, be as remote from each other as practical and comply with table below.

Outdoor Events Table 1203

Occupant Load	Minimum number of Exits
1-500	2
501-1000	3
1001-1500	4
Each additional 500 Persons	36” of additional exit width for each exit

1203.3 Exit Width- The aggregate clear width of exists shall be a minimum of 36 “width wide for each 500 persons to be accommodated

1203.4 Exit Signs Exits shall be identified with signs that read -EXIT – The signs shall be weather resistant with letters on a contrasting background. Lettering shall be of sufficient height and brush stroke to be visible within in 75 feet. Placement of the exit signs shall be approved by the fire code official.

1204 - Outdoor Concerts / Crowd Management

1204.1 Front Stage Isle/Separation - Minimum 10 foot Aisle space for front of stage- Adequate Crowd manager’s during the concert or event to maintain minimum widths.
Main Isle shall be a minimum of 10 feet in width or a minimum required means of egress width whichever is greater and shall be maintained during the event.

Isle Width Table 1204

Square Footage of Exhibition	Minimum Isle Width
Greater than 15,000 Square Feet	10 Feet
5000- to 15000 Square Feet	8 feet
Less than 5000 Square Feet	6 feet

1205 - Mobile Food Vehicles

1205.1 General

Mobile food vehicles that are temporary or permanently stored on a property where food items are processed or prepared and sold to the public shall comply with this section.
Exception: Food Peddlers operating a retail food establishment from a vehicle designated to be readily mobile in which food is sold or given away but not composed compounded, thawed, reheated, cut, cooked, processed, or prepared.

1205.2 Kitchen Hood

A type 1 hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors. Commercial kitchen exhaust hoods shall comply with the requirements of the *International Mechanical Code*

1205.3 Maintenance

Hoods shall be inspected, tested and marinated in accordance with NFPA 96

Inspection and testing – Kitchen hood extinguishing systems shall be inspected every 6 months by a registered fire protection system contactor

Fire Extinguishers 2-A-10BC rated Dry Chemical extinguisher shall be provided within 30 feet or deep fat fryers using animal oil. An approved class K extinguisher shall be provided within 30 feet of deep fat fryers using vegetable oils.

1205.4 Liquefied Petroleum Gas (LP Gas). LP gas use shall be in accordance with Chapter 61 and NFPA 58

1205.5 Maximum number and quantity – A maximum of 2 LP gas containers with a total aggregate water capacity of 25 gallons is permitted at one mobile food vehicle

1205.6 LP Gas Cylinder Hoses - Hoses shall be designed for a working pressure of 350 PSI with a safety factor of 5 to 1 and shall be consistently marked with LP gas, propane 350 PSI working pressure and a manufacturers name or trademark.

Hose assemblies after the application of couplings shall have a design capability or 700 PSIG. Hose assemblies shall be leak tested at the time of installation at not less than the operating pressure of the system in which they are installed.

1205.7 Location Mobile food vehicles shall not be located within 20 feet of tents canopies and membrane structure.

CHAPTER 50, IFC, Hazardous Materials – General Provisions

Amend Section 5003.2.2.1 Design and construction to read:

(2) Piping and tubing shall be identified ~~in accordance with ASME A13.1 to indicate the material conveyed~~ to indicate the material conveyed and the direction of flow. Pipe labels shall be provided at a maximum spacing of 20 feet at each change of direction and on both sides of walls or floor/ceiling penetrations.

Amend section 5003.2.2.1 Design and constriction and add:

(7) Pressure tests of piping constructed of non- metallic material used to convey hazardous materials shall be limited to hydrostatic tests. Pneumatic pressure testing of non-metallic piping shall not be permitted.

Amend Section 5004.9 Emergency alarm to read:

An approved manual emergency alarm system shall be provided in buildings, rooms or areas used for storage of hazardous materials. The emergency alarm system shall be designed using the manual fire alarm requirements of the *National Fire Alarm Code,* NFPA 72. Emergency alarm initiating devices shall be installed outside of each interior exit or exit access door of the storage buildings, rooms or areas. Activation of a emergency alarm-initiating device shall sound ~~a local alarm to alert occupants of an emergency situation involving hazardous materials.~~ an audible signal distinctly different than that of the fire alarm signal. Emergency alarm notification devices shall be yellow or amber in color.

CHAPTER 53, IFC, Compressed Gases

Amend Section 5301.1 Scope, to read:

Storage, use and handling of compressed gases in compressed gas containers, cylinders, tanks and systems shall comply with this chapter, ~~including those gases regulated elsewhere in this code~~ and National Fire Protection Association standard, NFPA 55, Compressed Gases and Cryogenic Fluids, 2010 edition. Where there is a conflict between the International Fire Code, 2012 edition and NFPA 55, 2010 edition, the more restrictive provision shall apply. Partially full *compressed gas* containers, cylinders or tanks containing residual gases shall be considered as full for the purpose of the controls required.

Amend Section 5302.1 Definitions to add:

Point of Use means detection shall be provided at each location where material or chemical is placed into action.

Amend Section 5303.16.10.1 Insulated Liquid Carbon Dioxide Systems to add:

(A) Gas detection shall be provided at each point of use whether the cylinder vessel, and/or container are located inside or outside the structure. Basements and/or subterranean spaces that could be physically entered, and which contain CO2 process lines, shall have gas detection.

(B) When a CO2 gas detection device reaches 15,000 ppm a local warning/supervisory alarm shall sound at a normally occupied location, and/or transmit a supervisory signal to a supervising station if system is monitored off-site.

(C) When a CO2 gas detection device reaches 30,000 ppm a general evacuation signal shall sound for the occupancy and transmit a gas specific alarm to a supervisory station if system is monitored off-site.

(D) Where there are less than two 50 lb. DOT approved cylinders stored and/or used inside or outside the structure, per system, gas detection and alarm systems shall not be required.

CHAPTER 55, IFC, Cryogenic Fluids

Amend Section 5501.1 Scope to read:

Storage, use and handling of *cryogenic fluids* shall comply with this chapter and National Fire Protection standard NFPA 55, Compressed Gases and Cryogenic Fluids Code, 2010 edition. Where there is a conflict between the International Fire Code, 2012 edition and NFPA 55, 2010 edition, the more restrictive provision shall apply. *Cryogenic fluids* shall also comply with Chapter 50 for general requirements. Partially full containers containing residual *cryogenic fluids* shall be considered as full for the purposes of the controls required.

CHAPTER 56, IFC, Explosives and Fireworks

Amend Section 5601.2.4 Financial responsibility, to read:

Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of $1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The *fire code official* is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location

of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Amend Section 5608 by deleting it in its entirety.

Amend Section 5609 by deleting it in its entirety.

APPENDIX D Fire Apparatus Access Roads

Amend Section D102 Required Access to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be an accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at last 80,000 pounds.

~~Amend Section 101.1, Title. To read:~~

~~These regulations shall be known as the Fire Code of The City of Flagstaff, hereinafter referred to as "this code."~~

~~Amend Section 104.6, Official Records, to read:~~

~~The fire code official shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained as prescribed by state and city archival regulations.~~

~~Amend Section 105.6.2, Amusement Buildings, to read:~~

~~Amusement buildings or special event. An operational permit is required to operate an amusement building or special event.~~

~~Amend Section 105.6.30 Open Burning by deleting:~~

~~Exception: Recreational fires.~~

~~Amend Section 108, Board of Appeals, as follows:~~

~~The Building and Fire Code Board of Appeals created in Chapter 2-02 of the Flagstaff City Code shall hear and decide appeals of orders, decisions or determinations made by the fire official relative to the application and interpretation of this code.~~

~~CHAPTER 3, IFC, General Precautions Against Fire~~

~~Amend Section 308.3.3, Location Near Combustibles, by adding:~~

~~Candles or other open flame devices shall not be left unattended. Open flames shall be extinguished when direct supervision is unavailable.~~

~~BBQ grills shall be for outdoor use only. BBQ grills may be used on open balconies if proper clearances from combustibles are maintained. For listed appliances, follow the manufacturer's instructions for~~

~~proper clearances. Instructions for listed grills must be kept on premises and be made available to the Fire Department. BBQ grills shall never be used directly under unprotected combustible construction. Units must be supported by sturdy, non-combustible construction.~~

~~In the absence of manufacturer's instructions and for all unlisted appliances, clearances shall be maintained as follows: from the front, sides, floor, and rear of unit 36 inches.~~

~~Exception: A minimum of 6 inches may be allowed to the rear of BBQ grills equipped with a metal lid, as long as combustible construction does not exceed the horizontal plane of the unit, i.e. above the unit.~~

~~CHAPTER 5, IFC, Fire Service Features~~

~~Amend Section 503.1.2, Additional Access, by adding:~~

~~Approved secondary access shall be provided to all subdivisions and developments when fire access exceeds 1200 feet in length. Secondary access shall be provided for all developments that exceed 50 units/lots.~~

~~Amend Section 503.2.3 Surface. By adding:~~

~~Fire apparatus access roads shall be designed and maintained to support a minimum 80,000 pounds gross vehicle weight. A maintenance agreement for private roads or other fire access may be required showing the responsibility for roadway maintenance and snow plowing.~~

~~Amend Section 503.2.5 Dead Ends, by adding:~~

~~There shall be no parking or other obstructions in fire apparatus turnaround areas that would impair turning of apparatus. When parking or other design features are desired, the proper design must be approved. Accumulation of snow must also be accounted for to prevent winter time obstructions.~~

~~Amend Section 503.2.7 Grade. By adding:~~

~~The gradient for a fire apparatus access road shall not exceed 10 percent on straight sections of roadway and 5 percent side slope on turnarounds and curves.~~

~~Amend Section 503, Fire Apparatus Access Roads, by adding Section 503.7 as follows:~~

~~503.7 Modifications. When automatic fire sprinkler systems or other approved fire protection systems or features are installed, the specifications of this section may be modified at the discretion of the Chief, when in his opinion, fire fighting or rescue operations will not be impaired.~~

~~Amend Section 504.2 Maintenance of exterior doors and openings, by adding:~~

~~Exterior doors and openings required by this code or the building code shall be maintained readily accessible for emergency access by the fire department. Exterior doors hall be supplied with an approved exterior handle.~~

~~Amend Section 505.1 Address Numbers, by adding:~~

~~Commercial address numbers shall be a minimum of 6 inches high with a minimum stroke width of 0.5 inch. When address numbers attached to buildings are insufficient to be seen from the street, additional numbers may be required at a location approved by the Chief. Approved identification shall also be provided on the rear door(s) at any location where access into the building may be difficult to determine.~~

~~Amend Section 508 Fire Protection Water Supplies, by adding Section 508.6, Modifications, as follows:~~

~~508.6 Modifications. When automatic fire sprinkler systems or other approved fire protection systems or features are installed, the specifications of this section may be modified at the discretion of the Chief, when in his opinion, fire fighting or rescue operations will not be impaired.~~

~~Amend Section 508.1 Required water supply, by adding:~~

~~When any portion of the facility or building protected is in excess of 300 feet from a water supply on a public street for commercial occupancies and 500 feet from a water supply for residential single family and duplex occupancies, as measure by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the Chief.~~

~~Amend Section 508.2 Type of water supply, by adding 508.2.3, Water Supply, as follows:~~

~~508.2.3 Water Supply. Water supply for a major system component as described by the American Water Works Association must provide a continuous and uninterrupted supply of fire protection water through redundancy. Fire mains in excess of 1,000 feet in length or which have more than 3 hydrants affixed shall be looped to a second source of water. All fire mains hereafter constructed shall be a minimum of 8 inch diameter but in all cases shall be of sufficient size to adequately supply the required fire flow.~~

~~Amend Section 508.3 Fire Flow, by adding:~~

~~The method for determining fire flow requirements for buildings and subdivisions shall be Appendix B Fire Flow Requirements for Buildings.~~

~~CHAPTER 6, IFC, Building Services and Systems~~

~~Amend Chapter 6 by adding Section 610 Apartment-Type Buildings, as follows:~~

~~Section 610.1 Apartment-Type buildings. Buildings or parts of buildings classified as R1 or R2 are required to utilize exterior wall coverings that have a minimum Class A Flame Spread Rating.~~

~~CHAPTER 7, IFC, Fire-Resistance-Rated Construction~~

~~Amend Section 703 Fire-Resistance-Rated Construction. By adding:~~

~~Section 703.4 Roof Coverings. Roof coverings shall be non-combustible. Wood shake roof coverings are prohibited.~~

~~Exception: Wood shakes may be used as decorative accent coverings when approved by the Community Development Department and Fire Department. Historical buildings desiring to use wood shakes shall be treated on a case-by-case basis with review by both the Community Development Department and the Fire Department.~~

~~CHAPTER 9, IFC, Fire Protection Systems~~

~~Amend Section 903, Automatic Sprinkler Systems, by adding new Section 903.2.14, Other Sprinkler System Required Locations, as follows:~~

~~Section 903.2.14 Other Sprinkler System Required Locations. Notwithstanding the previously dictated required locations, automatic fire sprinkler systems shall also be required in:~~

1. ~~Commercial buildings greater than 5,000 square feet.~~
2. ~~Commercial buildings greater than three stories in height.~~
3. ~~Buildings and structures within Traditional Neighborhood Districts.~~

~~When there are practical difficulties in complying with this provision, alternate methods and materials complying with the intent of the code may be considered by the code official. Refer to Section 104.8.~~

~~Amend Section 905, Standpipe Systems, by adding new Section 905.3.8, Other Standpipe Systems Required Locations, as follows:~~

~~Section 905.3.8 Other Standpipe Systems Required Locations. Notwithstanding the previously specified required locations, approved standpipe systems shall also be required in:~~

~~1. Commercial buildings greater than two stories in height.~~

~~CHAPTER 33, IFC, Explosives and Fireworks~~

~~Amend Section 3301.2.4 Financial responsibility, by deleting and substituting "A $1,000,000 bond in lieu of a $100,000 bond."~~

~~Amend Section 3308, Fireworks Display, by adding new Section 3308.2.3, Permit Cancellations, as follows:~~

~~Section 3308.2.3 Permit Cancellations. Outdoor fireworks displays will not be permitted and any previously issued permits will be automatically rescinded when the Fire Danger Rating for the Flagstaff Area of the Coconino National Forest reaches Very High or greater.~~

ORDINANCE NO. 2016-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, ADOPTING THE *INTERNATIONAL FIRE CODE, 2012 EDITION AND AMENDMENTS, ADDITIONS AND DELETIONS THERETO* AND *THE 2016 AMENDMENTS TO FLAGSTAFF CITY CODE TITLE 5, FIRE CODE,* BY REFERENCE

RECITALS:

WHEREAS, the City Council has previously adopted the ***International Fire Code, 2012 Edition, (providing for amendments, additions, and deletions thereto) and 2016 Amendments to Flagstaff City Code Title 5, Fire Code*** as a public document, and directed that three copies be placed on deposit with the City Clerk and shall remain on file; and

WHEREAS, the City Council has determined that amending Flagstaff City Code, Title 5, "Fire Regulations", by incorporating the ***International Fire Code, 2012 Edition (and amendments, additions, and deletions thereto) and 2016 Amendments to Flagstaff City Code Title 5, Fire Code*** is necessary for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures, and premises and the mitigation of wildland fires; and

WHEREAS, the City Council has determined that adopting the ***International Fire Code, 2012 Edition (and amendments, additions, and deletions thereto) and 2016 Amendments to Flagstaff City Code Title 5, Fire Code*** is necessary for providing the standards necessary to provide safety to firefighters and emergency responders during emergency operations; and

WHEREAS, the City Council has determined that adopting the ***International Fire Code, 2012 Edition (and amendments, additions, and deletions thereto) and 2016 Amendments to Flagstaff City Code Title 5, Fire Code*** is necessary for the issuance of permits and collection of fees pursuant thereto, and for implementing and enforcing each and all of the regulations, provisions, penalties, conditions and terms of an updated Flagstaff Fire Code; and

WHEREAS, the City Clerk shall maintain as a public record the ***International Fire Code, 2012 Edition (and amendments, additions, and deletions thereto) and 2016 Amendments to Flagstaff City Code Title 5, Fire Regulations*** as a public record available for inspection until such time as the City Council shall adopt a later edition of the Flagstaff Fire Code.

ENACTMENTS:

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

SECTION 1:

Section 5-02-01-0001, *Adoption of 2006 International Fire Code*, is hereby amended as follows:

5-02-001-0001 ADOPTION OF ~~2006~~ 2012 INTERNATIONAL FIRE CODE.

There is hereby adopted by the City of Flagstaff for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the ~~2006~~ 2012 International Fire Code, including the following appendices:

~~Appendix B – Fire-Flow Requirements For Buildings~~
~~Appendix C – Fire Hydrant Locations and Distribution providing for amendments, additions and deletions thereto and~~
Appendix B, Fire Flow Requirements for buildings
Appendix C, Fire Hydrant Locations and Distribution providing for amendments, additions and deletions thereto
Appendix D, Fire Apparatus Access Roads providing for the amendments thereto
Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions.
Appendix I, Fire Protection Systems –Noncompliant Conditions.

International Wildland Urban Interface Code (IWUIC), 2006 Edition, including the following appendices:

Appendix A – General Requirements
Appendix B – Vegetation Management Plan
Appendix C – Fire Hazard Severity Form
Appendix D – Fire Danger Rating System providing for amendments, additions and deletions thereto of which not less than three (3) copies have been and now are on file in the office of the City Clerk of the City of Flagstaff, and the same which are hereby adopted and made part hereto by this reference as fully and completely as if fully herein set forth and from the date on which this Chapter should take effect

Said codes have been adopted as part of a public record through Resolution No. 2016-20 on September 20, 2016, entitled *The International Fire Code, 2012 Edition and amendments, additions, and deletions thereto and 2016 Amendments to Flagstaff City Code Title 5, Fire Code*, three copies of which are on file in the office of the City Clerk, made a part hereof as if fully set out in this ordinance.

SECTION 2.

Section 5-02-001-0004, Violation and Penalties, is hereby amended as follows:

5-02-001-0004 VIOLATION AND PENALTIES

A. Violations. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any building or property, or permit the same to be done in violation of this Code.

B. Penalties. Any person, firm, or corporation violating any provision of this Code shall be deemed guilty of a class one misdemeanor, and upon conviction thereof, shall be punishable by a fine and/or imprisonment set forth by the governing laws of the jurisdiction. Each separate day or any portion thereof, during which any violation of this Code occurs or continues, shall be deemed to constitute a separate offense.

SECTION 3.

Section 5-02-001-0005, *Amendments*, is hereby amended through adoption of that document known as *The International Fire Code, 2012 Edition and amendments, additions, and deletions thereto and The 2016 Amendments to Flagstaff City Code Title 5, Fire Code,* adopted as a public record through Resolution No. 2016-20 on September 20, 2016, three copies of which are on file in the office of the City Clerk, made a part hereof as if fully set out in this ordinance.

SECTION 4:

These amendments shall become effective thirty (30) calendar days after the adoption of this Ordinance.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of September, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

FFD 2012 International Fire Code Adoption

Community Risk Reduction

Overview

- Purpose
- Goal
- Review

PURPOSE

Build and Maintain Safety

Outdated Code

Alignment

Technology in Construction

Life Safety

Regional Consistency

GOAL

Clarity

Keeping Current

Summary

- Purpose
- Goal
- Adoption of 2012 International Fire Code
- Questions ?

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	08/29/2016
Meeting Date:	09/06/2016

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Nabours to place on a future agenda a discussion regarding the parcel of land on the north edge of Thorpe Park, next to Clark Homes, for possible use by Housing.

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.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	08/29/2016
Meeting Date:	09/06/2016

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Nabours to place on a future work session agenda a discussion re the policy for water meter requirements for duplexes and triplexes.

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.