

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 1, 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 ORAVITS
COUNCILMEMBER BREWSTER	COUNCILMEMBER OVERTON
COUNCILMEMBER EVANS	COUNCILMEMBER PUTZOVA

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

MISSION STATEMENT

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

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

- A. **Consideration and Approval of Minutes:** City Council Work Session of October 11, 2016; Regular Meeting of October 18, 2016; and Special Meeting (Executive Session) of October 25, 2016.

5. **PUBLIC PARTICIPATION**

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be

called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

6. PROCLAMATIONS AND RECOGNITIONS

7. APPOINTMENTS

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

8. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:** Patrick Flanigan, "Carmels Flagstaff", 116 S. San Francisco St., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

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

- B. Consideration and Action on Liquor License Application:** Paul Noir, "Grand Canyon Cafe", 110 E. Route 66, 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.

- C. Consideration and Action on Liquor License Application:** Brent Schepper, "Fratelli Pizza", 1850 N. Fort Valley Rd., 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.

None

10. **ROUTINE ITEMS**

- A. **Consideration and Approval of Contract:** Intergovernmental Agreement between City of Flagstaff and Northern Arizona University for the Assistant Director for Off-Campus Life and Community Liaison Programs/ Neighborhood Liaison Position.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement between the City of Flagstaff and Northern Arizona University for Neighborhood Liaison Programming.

- B. **Consideration and Approval of Purchase:** Two (2) Police Interceptor Utility Vehicles.

RECOMMENDED ACTION:

Approve the purchase of two (2) 2017 Ford Police Interceptor Utility Vehicles from Peoria Ford, who successfully completed the IFB process, at a total price of \$55,390.48.

- C. **Consideration and Approval of Sole Source Contract:** Purchase to conduct maintenance/rebuild of the Police Department Bomb Robot

RECOMMENDED ACTION:

Approve the sole source purchase of conducting maintenance/rebuild of Police Department Bomb Robot through Remotec, Inc. in the amount of \$59,521.02

- D. **Consideration and Approval of Write-Offs:** Delinquent and uncollectable Transaction Privilege (Sales) Tax accounts for Fiscal Year 2016. ***(2016 Transaction Privilege (Sales) Tax Account Write-offs)***

RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectable transaction privilege (sales) tax accounts in the amount of \$191,163.45.

- E. **Consideration and Approval of Interagency Agreement:** Camp Navajo Prescribed Wildland Fire Project

RECOMMENDED ACTION:

Approve the Camp Navajo Prescribed Wildland Fire Project agreement, permitting City of Flagstaff Fire Dept management of prescribed fire operations on Camp Navajo on a full cost-recovery basis for any efforts undertaken.

F. **Consideration and Approval of Contract:** Intergovernmental Agreement - Wildfire Crew Operability.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement, Wildfire Crew Operability - with:
1) Summit Fire And Medical District, and
2) Ponderosa Fire District

G. **Consideration and Approval of Sole Source Contract:** Library Radio Frequency Identification (RFID) Project; Contract Number 1506849 with Tech Logic Corporation.

RECOMMENDED ACTION:

Approve the purchase agreement with Tech Logic Corporation for a library RFID system.

H. **Consideration and Approval of Final Plat:** Request from True Life Communities PCAZ, for the subdivision of approximately 19.20 acres into 32-single-family residential lots located at 2705 E. Telluride Drive, within the Single-Family Residential (R1) Zone.

RECOMMENDED ACTION:

Staff recommends the City Council approve the final plat and authorize the Mayor to sign both the plat and City/Subdivider Agreement when notified by staff that all documents are ready for recording

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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11. **ROLL CALL**

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

MAYOR NABOURS
VICE MAYOR BAROTZ
COUNCILMEMBER BREWSTER
COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

12. **PUBLIC PARTICIPATION**

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

14. **PUBLIC HEARING ITEMS**

A. **Timber Sky**

- i. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-38:** A public hearing, consideration and adoption of an Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 112.90 acres of land located at 3425 West Route 66, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Rural Residential (RR); providing for severability, authority for clerical corrections, and establishing an effective date. ***(Timber Sky Annexation)***

RECOMMENDED ACTION:

At the November 1, 2016 Council Meeting

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2016-38 by title only for the first time
- 3) City Clerk reads Ordinance No. 2016-38 by title only for the first time (if approved above)

At the November 15, 2016 Council Meeting

- 4) Read Ordinance No. 2016-38 by title for the final time
- 5) City Clerk reads Ordinance No. 2016-38 by title for the final time (if approved above)
- 6) Adopt Ordinance No. 2016-38

- ii. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-39:** Public hearing, consideration and adoption of an ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 197.58 acres of real property generally located at 3425 West Route 66 from the Rural Residential (RR) zone to the Single-family Residential (R1) zone for 100.48 acres, the Medium Density Residential (MR) zone for 34.6 acres, the High Density Residential (HR) zone for 38.97 acres, the Commercial Services (CS) zone for 10.02 acres and the Public Open Space (POS) zone for 13.51 acres with conditions, and addition the Resource Preservation Overlay (RPO) zone to 107.73 acres (APN 112-01-021) with conditions; providing for severability, and establishing an effective date. ***(Timber Sky Zoning Map Amendment)***

RECOMMENDED ACTION:

At the November 1, 2016 Council Meeting

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2016-39 by title only for the first time
- 3) City Clerk reads Ordinance No. 2016-39 by title only for the first time (if approved above)

At the November 15, 2016 Council Meeting

- 4) Read Ordinance No. 2016-39 by title for the final time

- 5) City Clerk reads Ordinance No. 2016-39 by title for the final time (if approved above)
- 6) Adopt Ordinance No. 2016-39

15. **REGULAR AGENDA**

- A. **Consideration and Possible Adoption of Ordinance No. 2016-40:** An ordinance of the Flagstaff City Council authorizing the acquisition of certain real property along the east side of Fourth Street for public right-of-way and approving Real Estate Purchase and Sale Contracts. (***Acquisition of public right-of-way for Fourth Street sidewalks***)

RECOMMENDED ACTION:

At the November 1, 2016, Council Meeting:

- 1) Read Ordinance No. 2016-40 by title only for the first time
- 2) City Clerk reads Ordinance No. 2016-40 by title only (if approved above)

At the November 15, 2016, Council Meeting:

- 3) Read Ordinance No. 2016-40 by title only for the final time
- 4) City Clerk reads Ordinance No. 2016-40 by title only (if approved above)
- 5) Adopt Ordinance No. 2016-40

- B. **Consideration and Possible Adoption of Resolution No. 2016-36:** A resolution of the Flagstaff City Council, Coconino County, Arizona, opposing certain portions of the National Park Service proposed Backcountry Management Plan which would reduce the number of use authorizations issued to local entities which are an important asset to the local tourism industry.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2016-36 by title only
- 2) City Clerk reads Resolution No. 2016-36 by title only (if approved above)
- 3) Adopt Resolution No. 2016-36

- C. **Consideration and Possible Adoption of Resolution No. 2016-37:** A resolution of the Flagstaff City Council supporting the City joining with other entities to form the Northern Arizona Military Advocacy Council.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2016-37 by title only
- 2) City Clerk reads Resolution No. 2016-37 by title only (if approved above)
- 3) Adopt Resolution No. 2016-37

16. **DISCUSSION ITEMS**

- A. **Discussion:** Street Lighting to Enhance Dark Skies (SLEDS) Status Update
- B. **Review:** Regulations to Park Trailers, RVs and Boats.

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.

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: 10/27/2016
Meeting Date: 11/01/2016



TITLE

Consideration and Approval of Minutes: City Council Work Session of October 11, 2016; Regular Meeting of October 18, 2016; and Special Meeting (Executive Session) of October 25, 2016.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Work Session of October 11, 2016; Regular Meeting of October 18, 2016; and Special Meeting (Executive Session) of October 25, 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: [10.11.2016.CCWS.Minutes](#)
[10.18.2016.CCRM.Minutes](#)
[10.25.2016.CCSMES.Minutes](#)

WORK SESSION
TUESDAY, OCTOBER 11, 2016
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

WORK SESSION

1. **CALL TO ORDER**

Mayor Nabours called the Work Session of the Flagstaff City Council held October 11, 2016, to order at 6:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. **Pledge of Allegiance**

The 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:

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.

4. **Preliminary Review of Draft Agenda for the October 18, 2016, City Council Meeting.***

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

Councilmember Overton stated that item 10-D is new technology and suggested that a more in depth understanding in the staff summary would be helpful. Mayor Nabours also suggested a sample from another area. Economic Vitality Director Heidi Hansen stated that staff is planning on showing a sample video in addition to a PowerPoint presentation. Vice Mayor Barotz asked if the vendor would be present. Ms. Hansen stated that the vendor will not be able to attend physically, but she could try to make arrangements to have them available by phone.

Mr. Copley stated that Consent Item 9-A will be moved to the Routine Section of the agenda so a presentation can be made by staff.

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.

Library Director Heidi Holland announced that beginning October 16, 2016, the downtown library will be open on Sundays from 10:00 a.m. to 2:00 p.m. She added that it is the first time the downtown library has been open on Sundays in a little over 13 years.

6. Discussion on policy direction for a possible of scope of work regarding a Revenue and Rate Analysis for the Utilities Reclaimed Water Enterprise Fund.

Utilities Engineering Manager Ryan Roberts provided a PowerPoint presentation that covered the following:

OBJECTIVES OF TONIGHT'S DISCUSSION
BEFORE COUNCIL ANSWERS THE QUESTIONS
IF COUNCIL SAYS NO TO ANY CHANGE (OPTION 1)
EXISTING RECLAIMED WATER CAPITAL IMPROVEMENT PROGRAM
IF COUNCIL SAYS YES TO A CHANGE (OPTION 2)
PROPOSED NEW RECLAIMED WATER CAPITAL IMPROVEMENT PROJECTS
IF COUNCIL SAYS YES TO A CHANGE (OPTION 3)

Utilities Director Brad Hill continued the presentation.

ADVANCED TREATMENT OF RECLAIMED WATER FEASIBILITY STUDY
ADVANCED TREATMENT PILOT PROJECT
IF COUNCIL SAYS YES TO A CHANGE (OPTION 4)
SUMMARY

Mayor Nabours asked if the Water Commission reviewed and offered a recommendation on the options. Mr. Roberts explained that the Water Commission looked at Option 1 and Option 2; they considered no rate adjustment, a 3% rate adjustment and a 7% rate

adjustment. The recommendation from the Commission was to go with the 3% annual increase over five years and adopt the higher Capital Improvement Program (CIP).

Councilmember Overton stated that he would like to know at what point the City can consider creating a more robust system. He asked if there is a wait list of large customers wanting access to reclaimed water. Mr. Roberts indicated that there are not many large customers waiting to have access to reclaimed water; there are several small residential and retail customers waiting for access. He indicated that Warner's Nursery approached the City about reclaimed water. To service that area it would require a main extension along Butler and this is something that is not an option financially for Warner's. The capital projects that have been identified will help add additional capacity and customers to the system. Councilmember Overton indicated that he would like to vet out the CIP to see how robust the system can become and strategically look at CIP in areas that match the land use and the ability of people to take advantage of the system.

Mayor Nabours asked if the CIP list was capped at three due to the financial constraints and if there are other projects that were kept off the list. Mr. Roberts stated that the list did stop at three because of financial limitations; the CIP is broken into three phases with these three being Phase 1. Cost is a big factor and they work to stay within the three percent increase.

Councilmember Putzova stated that she feels that the way the system is set up is problematic and until that is resolved the rate discussion is premature. The reclaimed water system does not count any dollar amount that is spent on treating the water and the system starts only after the water is treated; wastewater customers pay for all the treatment of the reclaimed water. Mr. Hill stated that she is correct and offered that the Arizona Department of Environmental Quality, independent of if a City has reclaimed water users or not, requires wastewater customers to pay for treating the water to a certain standard. Councilmember Putzova offered that reclaimed water customers benefit from that treatment and their rates are kept artificially low because the wastewater customers subsidize those rates. She is suggesting that it is time to adjust the cost of water and look at what is a fair rate. The direction should be to look at how the City attributes the cost of reclaimed water to different systems and how that is separated. The rates should then be structured to incentivize conservation. Mr. Hill indicated that this discussion and direction is something that can be considered in Option 4.

Mayor Nabours offered that his preference is Option 2 with the 3% annual increase.

Councilmember Overton offered that it is important to continue to advocate balance. In the study he would like to know the community's level of acceptance of a rate and determine at what point the reclaimed user says that it is not worth it and returns to just using potable water.

Vice Mayor Barotz indicated that she is not prepared to make a decision and needs more numbers and context to understand what the options mean. She did offer that she is not interested in Option 1.

Councilmember Brewster asked what the end goal is to achieve water quality goals beyond regulatory requirements. Mr. Hill offered that this question has been one of the struggles with the communities that go down the path of Option 3 because there are no regulatory requirements or guidelines. When a community goes through a feasibility study they have to define the quality goals. Once the goals are established then they match the treatment with the goals and look at the cost of implementing those treatment plans.

Councilmember Evans offered that she is not interested in Option 1 or Option 2. She would be interested in Option 4 beginning with getting more information. Reclaimed water is a byproduct

of wastewater and it has value; she would like to understand what that value is. The City has charged less for this commodity to incentivize its use but it is important to know what it is worth to better understand the corresponding rates. This information would help to determine where and at what point the City would shift the cost to reclaimed users. The policy discussion cannot happen until the value or cost is determined.

Councilmember Overton stated that he is not interested in looking at taking elements of the wastewater treatment process and putting it into the reclaimed side because the reclaim customer is not going to pay 100% of the treatment process because it would go beyond the potable pricing. The CIP programs needs more attention and can be more robust, there needs to be discussion on how the system works and what it does for availability and customer reliability. He is not convinced that 3% is the perfect number but would not move that number just to offset wastewater functions into the reclaimed water system. The same would apply to the advanced treatment process; he does not want to spend money on a study to indicate that something is a good system but the community cannot bear the cost burden.

Vice Mayor Barotz offered that she is not suggesting that 100% of the cost be shifted to the reclaimed system but rather a portion; the users should bear some of the burden.

Councilmember Oravits asked what the cost is to produce the reclaimed water and the cost at which it is sold. Mr. Hill stated that it is \$1.62 per thousand to produce and it is sold anywhere from \$1.23 per thousand to \$3.87 per thousand depending on customer class.

After further discussion, the direction of Council was for staff to provide further information on the CIP including a comprehensive list for consideration and provide sub-options for Option 4. Mr. Copley added that staff will be coming back to Council with a scoping tool that will provide various options to include in a request for further study by a consultant.

A break was held from 7:11 p.m. through 7:20 p.m.

7. Implementation of Comprehensive Parking Management.

Interim Parking Manager Karl Eberhard provided an electronic presentation that covered the following:

Vice Mayor Barotz left the meeting at 7:23 p.m.

IMPLEMENTATION OF COMPREHENSIVE PARKING MANAGEMENT
ON-STREET PARKING MAP
CORE TENETS
GENERAL GUIDELINES
PROGRAM ROLL-OUT
INTRODUCTORY PERIOD
PARKING STEERING COMMITTEE
DEMAND REDUCTION
ECOPASS
DOWNTOWN RESIDENT PERMIT PARKING
EMPLOYEE/BUSINESS OWNER PERMIT PARKING (E PERMITS)
FACILITY SPECIFIC PERMIT PARKING (F PERMITS)
RESIDENTIAL PERMIT PARKING (R PERMITS AND G PERMITS)

Councilmember Putzova asked how the residential petition process works. Mr. Eberhard

indicated that the permitting is done on a block by block basis; each block would come in and ask for parking control. There will be one permit issued for each water meter and Residential Permit holders can obtain guest permits for the restricted spaces as well.

Mr. Eberhard continued the presentation.

PAY-TO-PARK
METER EXEMPTION PERMIT
TIME-LIMITED PARKING
COMPLIANCE AND COLLECTIONS
ASSETS
PARKING OFFICE

Councilmember Oravits asked how many staff are anticipated for the parking program. Mr. Eberhard stated that in the Concept Plan there would be two to three employees and through the Council budgeting process the intent is to add one employee for every 300 spaces.

Mr. Eberhard continued the presentation.

FINANCIAL
METER SCHEDULE

Councilmember Oravits offered concern about employees paying to park all day; if this is the case there will be no alleviation of the problem. Mr. Eberhard offered that it was an issue that was considered and discussed; the general feeling was that there are more affordable opportunities available for employees and those will entice employees to save some money and park in the areas available for them. If this activity is occurring staff is able to make adjustments to the plan to discourage the behavior.

Mr. Eberhard continued the presentation.

NECESSARY ACTION ITEMS
FUTURE ACTION ITEMS
NO ACTION ITEMS
ALTERNATE IMPLEMENTATION STRATEGY

Council was not in favor of automatically opting in areas; however, it was suggested that the Parking Manager have some discretion to make the decision based upon the efforts of the residents to fulfill the requirements. It was also suggested that when dealing with absent landlords that the signature threshold be lowered or if there is a certain percentage of residents that want the zone it can be opted in with notification to the owners and non-responses being considered a silent agreement. Mr. Eberhard indicated that he will work with the Legal Department to understand any legal implications of the suggestions and further discussion by Council can be had.

Mayor Nabours asked the Director of the Flagstaff Downtown Business Alliance (DBA) Terry Medeksza if the DBA is on board with the plan. Ms. Medeksza stated that the DBA has been supportive of all of the elements in this plan. She offered two considerations going forward; the extensive outreach between now and when the kiosks go in and the option for the resident permit in the southside has not been vetted yet with the downtown area and they will need to discuss further.

Councilmember Putzova asked the cost comparison to the parking permits on campus. Mr. Eberhard explained that the employee parking permit is \$45 per month which is slightly higher than parking on campus.

Mr. Eberhard offered that the Parking Plan will be further discussed at next week's Council meeting. He requested input from Council on the issue of hooding fees at that time.

8. Review of Draft Agenda Items for the October 18, 2016, City Council Meeting.*

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

None

9. Public Participation

None

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

Councilmember Evans requested a stay on enforcement of the RV parking issue until the Council discussion can take place. Mr. Copley stated that staff is currently sending out notification letters but not taking action at this point. Mr. Solomon stated that he will provide a legal memo to the Council regarding the issue.

Mr. Copley offered a reminder that the Council orientation tour leaves City Hall at 9:00 a.m. on October 11, 2016. Additionally on Friday, October 14, 2016, at 5:00 p.m. City employees will be marching with the NAU band from City Hall to Heritage Square as a pep rally for Homecoming; Council is invited to participate if they would like.

Mr. Copley also reported that staff is preparing for Tequila Sunrise this weekend. There will be 24 Police Officers, 4 Liquor Control Agents and 1 State Officer in attendance. After the event, staff will send a CCR to Council on the efforts of staff and the associated costs. The City has been working with downtown and hope to have several port-a-potties and other amenities for people to use.

Neighborhood Liaison Karissa Morgan has worked with approximately 40 student volunteers to distribute door hangers in the southside neighborhood that talk about being a good neighbor and the do's and don'ts when hosting social events.

Lastly, City staff continues to work collaboratively with the community planning team that is working to coordinate and facilitate town halls on Native American issues; the first town hall is scheduled for November 16, 2016, the second will be November 30, 2016 and then will resume after the first of the year.

Mayor Nabours stated that the NAU Homecoming Parade on campus at 1:00 p.m. on Saturday, October 15, 2016.

11. Adjournment

The Work Session of the Flagstaff City Council held October 11, 2016, adjourned at 8:47 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. CALL TO ORDER

Mayor Nabours called the Regular Meeting of the Flagstaff City Council of October 18, 2016, to order at 4:00 p.m.

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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. 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 Special Meeting (Executive Session) of October 4, 2016; the Regular Meeting of October 4, 2016; and the Special Meeting (Executive Session) of October 11, 2016.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to approve the minutes of the City Council Special Meeting (Executive Session) of October 4, 2016; the Regular Meeting of October 4, 2016; and the Special Meeting (Executive Session) of October 11, 2016.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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None

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

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

- A. Consideration of Appointments:** Sustainability Commission

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to reappoint Amelia Blake to the Sustainability Commission, with a term to expire October 2019.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Karla Brewster, **seconded by** Mayor Jerry Nabours to reappoint Eli Chamberlain to the Sustainability Commission, with a term to expire October 2019.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Coral Evans to appoint Amanda Ulmer to the Sustainability Commission, with a term to expire October 2019.

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.

A. Consideration and Approval of Contract: USGS facility Building #6, General Services Administration Lease No 5AZ0152.

Real Estate Manager Charity Lee said that the City submitted a proposal to the GSA and they accepted it. It was a new agreement for 20 years, 10 years firm.

Brief discussion was held on the meaning of the term "20 years, 10 years firm." It was noted that the rate was based on a 20-year term lease. At the end of the ten years, the lease rate will not change, but operating costs would be adjusted. The GSA would have the option to walk away at the end of ten years; the City would not.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to accept the lease agreement by the General Services Administration to enter into a new lease for 20 years (10 years firm term) for Building #6 at the USGS campus. Lease term commencing on August , 2017.

Vote: 7 - 0 - Unanimously

10. ROUTINE ITEMS

A. Consideration and Approval of Cooperative Agreement: Payroll Time Entry Software and Implementation Services with Kronos Incorporated.

Finance Director Brandi Suda gave a brief PowerPoint presentation which addressed:

CONTRACT FOR PAYROLL TIME ENTRY SOFTWARE & IMPLEMENTATION SERVICES

NEED FOR THE TIME ENTRY SOFTWARE

Current Process

Manual / labor and paper intensive process

Timesheet tracking

Data entry

Approval/review process

Over 900 time sheets manually entered each pay period

BENEFITS

Employee can electronically enter hours worked; no more need for paper

Ensures compliance with City policy, and state and federal laws
Improves timeliness and decreases errors
Provides additional Affordable Care Act reporting
Time savings across organization; ability to be more productive on other job duties
Integrates well with new Innoprise payroll system

TIME ENTRY SOFTWARE

Kronos, Inc.

Leader in industry

40 million employees worldwide that use this system

Fire Department uses Kronos scheduling software

Cooperative Agreement

Software and implementation services

NTE \$206,116

\$50,000 budgeted for project (2008 carryover)

\$156,000 from projected budget savings (personnel and nondepartmental)

Councilmember Oravits asked what the term of the contract was. Mr. Gallegos said that the term was five years. After that they will come back, and if there is new software they would go through this process again.

Ms. Suda said that the \$206,000 is the one-time service and the first year they waive maintenance contract. After that it is about \$20,000 a year for maintenance.

Mayor Nabours asked if Payroll and Human Resources were on board with the software. Ms. Suda said that they were very much on board; everyone is very excited.

Mayor Nabours said that it was an unusual way that they got the contract, through a cooperative agreement in Massachusetts. Ms. Suda said that they did a Request for Information on this type of software back in 2010 and at that time Kronos was one of their top picks. They did not implement it then because they were implementing Innoprise. She said that they are a leader in the industry and it worked well to find them available through the cooperative agreement.

Councilmember Oravits asked if they anticipated covering the \$20,000 a year for maintenance through cost savings. Ms. Suda said that they do, but it will be a budgeted item.

Moved by Councilmember Jeff Oravits, **seconded by** Mayor Jerry Nabours to approve a Cooperative Agreement with Kronos Incorporated (Kronos) and the City of Flagstaff as procured through a cooperative contract agreement with Harford County Public Schools for payroll time entry software and implementation for an amount not to exceed \$206,116.19.

Vote: 7 - 0 - Unanimously

- B. Consideration and Adoption of Ordinance No. 2016-36:** An ordinance of the Flagstaff City Council authorizing the City of Flagstaff to accept specific deeds of real property and establishing an effective date.

Moved by Councilmember Scott Overton, **seconded by** Mayor Jerry Nabours to read Ordinance No. 2016-36 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE CITY OF FLAGSTAFF TO ACCEPT SPECIFIC DEEDS OF REAL PROPERTY AND EASEMENTS AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jeff Oravits, **seconded by** Mayor Jerry Nabours to adopt Ordinance No. 2016-36.

Vote: 7 - 0 - Unanimously

- C. **Consideration and Approval of a Consent, Assignment and Assumption of Obligations of Ground Lease:** No. 130132 - City property located at 4 South San Francisco Street. (***Assignment from Thomas William Moffitt III Revocable Trust to Thomas William Moffitt IV Revocable Trust***)

Mayor Nabours declared a conflict of interest as he represented the parties on this lease in the past, and left the room. Vice Mayor Barotz assumed control over the meeting.

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Jeff Oravits to consent to the assignment of the leasehold interest to Thomas William Moffitt IV Revocable Trust.

Vote: 6 - 0 - Unanimously

- D. **Consideration and Approval of Sole Source Contract:** Purchase a Refurbished Engine and Re-Chassis our Rescue Unit from Fire Trucks Unlimited.

Deputy Fire Chief Mark Wilson gave a brief PowerPoint presentation which addressed:

TWO SPECIFIC REQUESTS AND ONE GENERAL AWARENESS PLAN

- 1) Purchase a used 2001 Pierce Engine for refurbishment from Fire Trucks Unlimited
- 2) Purchase a new chassis for R-2 from Fire Trucks Unlimited

He said that they started in November of last year in looking to purchase a new engine for \$500,000. With the discussion that took place since that time, it put them in a great spot to look at another option. He said that they sent four individuals over to Henderson, Nevada (two from Fleet and two from the Apparatus Committee) and they inspected the plant and got a bird's eye view of the work going on, and they were able to climb all over the other unit that was on hold. He said that they spent two days there and came back very impressed with the end result. He said that they strip the units down to its frame; everything is gone through. They are projecting a 10-15 year purchase. They are anticipating that it should last as a new unit, and it also includes all new standardization for safety.

CURRENT RESCUE ISSUES
RE-CHASSIS BENEFITS

He said that in the past they did a bid process and ended up with two different companies that were brought together to work on the project. They ended up with an undersized unit, with a larger box than it was adequately slated to carry. They had to make changes and it has been out of service over 35% of the time because of that. He said that the unit is eight years old. Fire Trucks Unlimited will do everything in house.

Chief Wilson said that as they went through this process, they looked at how best to

appropriate the money so they developed a eight-year reboot plan. He said that they are looking at a recommended fleet replacement schedule of \$7.127 million over the next 8 years. By doing these additional steps, they save \$3.23 million. He said that there have been a lot of people looking at the plan and it is supported by the Fleet Committee. He said that it also takes all other divisions into consideration. He said that it was also supported by the City Manager and the Budget Team.

He said that at the end of the eight years they will be required to buy a new engine, but it allows them to update their current reserve engines and allows them to do pseudo refurbishment on those. He said that next month he hopes to bring back a request to use impact fee funds for an additional transport unit.

Chief Wilson briefly reviewed the plan, noting that they have a reserve quint right now, and it is in the replacement timeline. They have been talking with Fleet about using an additional \$100,000 to do a pseudo refurbishment on it.

Moved by Councilmember Jeff Oravits, **seconded by** Mayor Jerry Nabours to approve the sole source purchase of a refurbished engine in the amount of \$305,000.00 and re-chassis the City's rescue unit in the amount of \$155,000.00.

Vote: 7 - 0 - Unanimously

E. Consideration and Approval of Sole Source Contract: XplorIt agreement is for a virtual video tour of Flagstaff.

Marketing and Media Relations Manager Lori Pappas introduced this item, and recognized Greg Murtha, President of XPlorIt, who was joining the meeting via telephone.

She said that they were before Council to present and gain approval for a tool they plan to use to get people to stay in Flagstaff, or stay longer. She said that Trace Ward would normally be presenting the item, but he was out of town.

Mr. Murtha then gave a demonstration of the XPlorIt Virtual Tour, stating that the way they communicate has changed tremendously. He said that sight, sound and motion are a way for communication and it is getting stronger.

Vice Mayor Barotz asked if staff had decided they wanted this technology or if they had been approached by the vendor. Ms. Hansen said that Mr. Ward had been attending a conference where several vendors could provide some of this work, but this vendor was the only one that provided everything.

Councilmember Putzova said that the university uses a similar product and asked if staff had done research on other vendors. Ms. Hansen replied that Mr. Ward was the staff member who did the research, but she could let Mr. Murtha speak to that issue as well. Councilmember Putzova said that she would prefer to hear it from staff.

Ms. Pappas said that there is some intellectual property with this vendor. She said that she did look at NAU's site, and what they have to gain with this software is spherical imaging and live cams.

Ms. Hansen noted that another feature only they were offering was a reduced rate for stakeholders. As an example, Flag Extreme could pay a reduced rate to have them shoot their business as well and link to the City's site.

Mr. Murtha then gave the demonstration of the product. Ms. Hansen said that the partners being proposed to be included at this time were listed in Exhibit A of the packet, which included Snowbowl, Lowell Observatory, Fourth Street, Grand Canyon Monuments, etc.

Ms. Pappas said that they hope to do some cost recovery with an eye on 40% from the various partners. Ms. Hansen said that they would be looking at a similar arrangement as they had with the Cool Zone.

Councilmember Evans said that it was really cool and it went into the new model of how people decide where they want to go. She asked how they would update the films. Ms. Hansen said that they would have to continue to have a relationship with XPlorIt, which would be included in future base budgets.

Councilmember Evans asked if they could use local film producers. Ms. Hansen said that they could update the film however they want, but because they started with XPlorIt they would probably want to continue that relationship.

Councilmember Putzova asked who owns the intellectual rights to the product and what happens if they choose not to extend the contract after the first year. She said that Flagstaff has a number of excellent videographers capable of shooting first-person experiences. Also, she asked how shooting with a drone in Flagstaff would work and what the legal context was in using drones for video. Mr. Solomon said that if they were to postpone action, staff could research that issue further.

Mr. Murtha said that while he was sure there were a great number of videographers in Flagstaff, their product includes almost 300,000 lines of code that drives the product. It is seven years in development and is a combination of media and technology. He said that they would provide the City with all of the video and raw files, but anything that requires their capabilities on the back end to drive the media would be retained by them; otherwise they would have to reveal all of their code.

Vice Mayor Barotz said that her challenge was with going with the most current, cutting-edge technology and executing a contract with an out-of-town vendor, knowing that they have so many talented artists in town. She said that it becomes a value statement. She acknowledges they may not have this technology, but it is a balancing act between that and providing local jobs.

Ms. Hansen noted that the City is currently working with a local videographer, providing an airport video, but staff is recommending using XPlorIt for this product. Ms. Pappas noted that the Downtown Business Alliance is also a strong partner with them.

Vice Mayor Barotz told Legal that if the Council enters into such a contract she would like to clearly understand what their legal obligations are and at what point they could go elsewhere, should they choose to do so in the future.

Councilmember Overton said that he was not there yet with the virtual travel; he personally wants to experience it first-hand. He would like to better understand how spending this money on this product will change the demographics of those visiting Flagstaff. Additionally, he said that this was a late request, rather than going through the normal budget request process.

Ms. Pappas said that many of them have millenials living with them. It is proven that they

have a great deal of anxiety and a lot of that comes from technology. This product alleviates some of that anxiety in researching places to visit.

Ms. Hansen said that she agreed with Councilmember Overton when they first brought this to her, but she was reminded that so many people are not coming here, but rather coming through Flagstaff to go to the Grand Canyon. They have to continue to give these people reasons to stay in Flagstaff; they are missing them extending their stay.

She said that with the CVB (Convention and Visitors Bureau), they bring things forward; all of their four measurements have increased year after year and they believe this will help that to continue.

Councilmember Evans said that if this comes back, it may be good to have someone from the younger generation to explain further how they would use this product.

Councilmember Oravits thanked staff for bringing this forward. He said that when they talked about the use of BBB funds, this is something he supports. It is a tool that can be used.

Councilmember Putzova said that when they come back, she would like staff to make a case on why they would just not have a well-produced video that will give them a taste of all of the great things in Flagstaff. She would like them to make a case, using data from other communities, on how the virtual reality product is superior to a video. Mr. Murtha said that videos are a powerful tool, but they are linear; they cannot be interactive.

Vice Mayor Barotz said that she would like to see a correlation between using this type of product and an increase in hotel room occupancy. Ms. Hansen said that they look at more than just BBB. With the hoteliers, they had Visit Cool in their bookings so they know when people came, and they tracked that way. This last year they had a scavenger hunt and tracked those people.

Moved by Mayor Jerry Nabours, **seconded by** Vice Mayor Celia Barotz to postpone this to the first available slot as determined by the City Manager.

Vote: 7 - 0 - Unanimously

F. *REMOVED FROM THE AGENDA BY THE CITY MANAGER*

RECESS

The 4:00 p.m. portion of the October 18, 2016, Regular Council meeting recessed at 5:26 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the Regular Meeting of October 18, 2016, at 6:02 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
 VICE MAYOR BAROTZ
 COUNCILMEMBER BREWSTER
 COUNCILMEMBER EVANS
 COUNCILMEMBER ORAVITS
 COUNCILMEMBER OVERTON
 COUNCILMEMBER PUTZOVA

NONE

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

12. PUBLIC PARTICIPATION

Cabe Gills, NAU student, said that he was involved with community reporting and came to the meeting to get a feel for what it was. He said that Vice Mayor Barotz came to their class last week and he hoped to learn from tonight.

John Viktora, Flagstaff, recited the Pledge of Allegiance and noted that they are doing a horrible job in provide equal pay for equal work.

Andy Fernandez, Flagstaff, addressed several issues.

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

None

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.

Comprehensive Planning Manager Sara Dechter continued her PowerPoint presentation which addressed:

MINOR AMENDMENTS TO THE FLAGSTAFF REGIONAL PLAN

Chapter 3: How This Plan Works

REMINDERS

PROPOSED AMENDMENT CRITERIA

MAJOR AMENDMENTS - Special Districts

Council was okay with proposed changes

MAJOR AMENDMENTS - Parks/Open Space

Council was okay with proposed changes

MAJOR AMENDMENTS - Urban/Suburban

Option A: Proposed Criteria

Option B: Moving existing Activity Center would be a Major Plan Amendment and future Activity Centers would be a Minor Plan Amendment

Option C: All moves of the Activity Center would be a Major Plan Amendment

Option D: Moving a Regional Scale Activity Center would be a Major Plan Amendment and Neighborhood Scale would be Minor

After some discussion, Council agreed to have staff present one replacement with Option B and one with Option C.

MAJOR AMENDMENTS - Corridors and Great Streets

After some discussion Council agreed with Option C.

FOOTNOTE: 3 and 4

Council agreed with both of these footnotes. Vice Mayor Barotz suggested that Footnote 4 define City of Flagstaff.

Ms. Dechter thanked the Council for their time on this process. She said that at the next meeting she would like to go through the explanatory language and will provide new replacement pages.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to continue the Public Hearing to November 15, 2016.

Vote: 7 - 0 - Unanimously

15. **REGULAR AGENDA**

None

16. **DISCUSSION ITEMS**

A. **Discussion:** Implementation of Comprehensive Parking Management

Community Design and Redevelopment Manager Karl Eberhard reviewed the schedule for this project, noting that he would be back on November 15 with a handful of items to consider for action. He said that between then and March they anticipate getting other items resolved. He said that they will have a soft start in March and be fully live in May.

Mr. Eberhard said that last week he worked through the items he wanted to present. Tonight he did not plan to reiterate any items, but he was looking for feedback on 1) the concept of hooding fees or exception fees, and 2) alternate implementations.

Mayor Nabours asked if they were deciding tonight on the Parking Steering Committee being an official City commission. Mr. Eberhard said that he was proposing to have an informal committee as backup for him, a group that he could bounce ideas off. His hope is that after the initial install, such a group will not be necessary.

Mayor Nabours asked if he needed interim authority. Mr. Eberhard said that he did not believe so. He wants to use the steering committee to help him and the authority was created through changes made in February.

Mayor Nabours asked Ms. Madeksza to come forward and share the Downtown Business Alliance's (DBA) thoughts on the opt in / opt out.

Ms. Madeksza said that their main concern about the alternative implementation plan centers around the fact that it has not been discussed with any of the stakeholders. They have worked hard for over a year and they have unanimous support for this plan. To come in at a late date with something different jeopardizes the plan.

She said that they understand the need and pressure, and she believed that with the Parking Manager's support and Steering Committee there are ways to address those needs. Those residents having a harder time getting the solutions in place, the Steering Committee will be able to assist on an as-needed basis. She said that they would implement as approved, with the Opt In procedure.

Councilmember Oravits said that he did not want to see the wheels come off.

Mr. Eberhard then reviewed the area layout and what properties would be considered in the Opt In procedure.

Discussion was held on the hooding fees. Mr. Eberhard said that they were proposing \$1 for a half-day space for events and for encroachment for contractor trucks and dumpsters, \$5 a day.

Mayor Nabours said that he did not feel that \$1 was near enough. Mr. Eberhard said that the current street closure is \$12.50; it will now be \$25 or \$30, which is a significant increase. On the other hand, he did not want to not have any fee in the plan. In the future they could adjust the fee. He wanted it to be included, but not be crazy compared to what is being charged currently. He said that to change the fee it would have to come back to Council and there are noticing requirements to change fees.

Consensus of Council was to go with the Opt In process and the Hooding Fees.

Mr. Eberhard reminded everyone to visit their Facebook page and "like" them.

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 a resolution joining in / supporting the Northern Arizona Military Advocacy Council.

Mayor Nabours said that he was proposing the attached resolution, and he was open to any editing. He said that this was a group that he had asked to come together to learn about the City's different military installations such as Camp Navajo, the Naval Observatory, etc. He said that if an installation was being contemplated for a reduction or cutback, then the people of that facility, federal employees, are prohibited for expressing any opinion; they cannot lobby for themselves.

He said that they need local people to lobby for them, if that is appropriate. He said that he brought together representatives of the County, Lowell Observatory, Northern Arizona Leaders Association, the Chamber and ECoNA and have met four or five times to look at this. He said that they all agree that they would like to go forward with this and have this organization knowledgeable and ready in case there was a reason to do any lobbying.

He said that he did not want to any farther with the group unless there was a resolution of support from the Council.

Vice Mayor Barotz asked if it was a Commission and if it would be staffed by the City. Mayor Nabours said that it was a private body that the City would appoint a representative to, similar to other such organizations.

Consensus of the Council was to put this on a future agenda.

- B. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Oravits to place on a future agenda a discussion regarding pedestrian and bike improvements at Foxglenn/Butler and safety enhancements from Continental/Butler to Sinagua/Knoles area.

Councilmember Oravits said that he met with staff last week and looked further at the traffic situation at the site. He said that a lot is being triggered by the new gas station and all the people crossing the street. They have come up with suggestions for signage improvements and he was willing to withdrawn his request at this time, understanding that he would monitor this to see if the safety issues are addressed.

Mayor Nabours asked if it was something needed to take to the Traffic Commission. Councilmember Oravits said that staff came up with ideas for signs similar to those in Bow and Arrow. He said that it may not be the final solution, but is the first step. If it remains an issue they could take it to the Traffic Commission, but he felt they were moving in the right direction.

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

Councilmember Overton thanked Kristi, Charity, Devin and Meg from Administration for their help earlier in the day with the Marshall Elementary second graders who came to City Hall to learn about civics and voting. He said that they held a mock Council meeting and voted to rent the Aquaplex out for a day for all Marshal students.

19. **ADJOURNMENT**

The Regular Council meeting of the Flagstaff City Council held October 18, 2016, adjourned at 7:23 p.m.

MAYOR

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 October 18, 2016. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 1st day of November, 2016.

CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, OCTOBER 25, 2016
COUNCIL CHAMBERS
211 WEST ASPEN
4:00 P.M.

MINUTES

1. Call to Order

Mayor Nabours called the Special Meeting (Executive Session) of October 25, 2016, to order at 4:01 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 (telephonically)
COUNCILMEMBER ORAVITS (telephonically)
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 Karla Brewster to recess into Executive Session for legal advice regarding a possible Development Agreement with Juniper Point.

Vote: 7 - 0 - Unanimously

The Flagstaff City Council recessed into Executive Session at 4:01 p.m.

4. Executive Session:

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

i. Possible Development Agreement with Juniper Point.

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 4:45 p.m.

Mayor

ATTEST:

City Clerk

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Action on Liquor License Application: Patrick Flanigan, "Carmels Flagstaff", 116 S. San Francisco St., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

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

Executive Summary:

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

OFFICE OF THE CITY CLERK

October 18, 2016

Carmels Flagstaff
Attn: Patrick Flanigan
4542 E. Mountainview Rd.
Phoenix, AZ 85028

Dear Mr. Flanigan:

Your application for a new Series 12 liquor license for Carmels Flagstaff at 116 S. San Francisco St., was posted on October 7, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, November 1, 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 October 27, 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.

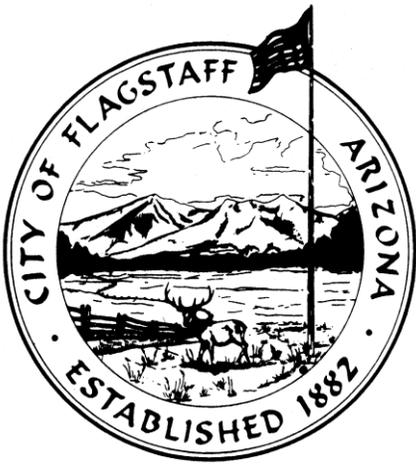
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

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

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ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police
Kevin D. Treadway

MEMORANDUM

16-110-01

TO Chief Kevin Treadway

FROM Sgt. Gregory Jay

DATE October 10, 2016

REF LIQUOR LICENSE APPLICATION – SERIES 12- for “Carmels Flagstaff”

On October 10, 2016, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Patrick Flanigan, the owner of a new restaurant called Carmels Flagstaff. Patrick Flanigan is the only listed owner and will run the day to day operations. The restaurant will be located at 116 S San Francisco St in Flagstaff. This application is for a series 12 license #12033408.

I conducted a query through local systems and public access on Patrick Flanigan. No derogatory records were found in the last five years. Patrick has attended the mandatory liquor law training course and provided proof. I spoke with Patrick who stated he had not been arrested in the last five years. Patrick stated he has never received any liquor law violations. Patrick said the business will be a restaurant and has no plans to operate it as a bar or a club after hours. The location is currently under construction and Patrick said they plan to open for business in December of 2016.

As a result of this investigation the recommendation to Council is for approval of the series 12 license.



Planning and Development Services Memorandum

October 18, 2016

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Dan Folke, Planning Director

FROM: Reggie Eccleston, Code Compliance Mgr. 

RE: Application for Liquor License #12033408
116 S. San Francisco St., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-08-008
Patrick Flanigan on behalf of Carmels Flagstaff

This application is a request for a new, Series 12 Restaurant liquor license, by Patrick Flanigan on behalf of Carmels Flagstaff. This restaurant is located within the Community 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: October 13, 2016

Re: Series 12 Liquor License – Carmels Flagstaff

I have reviewed our records for Carmels Hospitality, LLC, DBA Carmels Flagstaff, and I have no objection to approval of this liquor license.



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Action on Liquor License Application: Paul Noir, "Grand Canyon Cafe", 110 E. Route 66, 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. This is an existing restaurant in Flagstaff that is under new management. 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 November 29, 2016.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on October 7, 2016. No written protests have been received to date.

Attachments: [Grand Canyon Cafe - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 12 Description](#)
 [Grand Canyon Cafe - PD Memo](#)
 [Grand Canyon Cafe - Code Memo](#)
 [Grand Canyon Cafe - Tax Memo](#)
 [Grand Canyon Cafe - Map](#)

OFFICE OF THE CITY CLERK

October 18, 2016

Grand Canyon Cafe
Attn: Paul Moir
PO Box Z
Flagstaff, AZ 86002

Dear Mr. Moir:

Your application for a new Series 12 liquor license for Grand Canyon Cafe at 110 E. Route 66, was posted on October 7, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, November 1, 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 October 27, 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

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ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police
Kevin D. Treadway

MEMORANDUM

16-112-01

TO Chief Kevin Treadway

FROM Sgt. Gregory Jay

DATE October 10, 2016

REF LIQUOR LICENSE APPLICATION – SERIES 12- for Grand Canyon Cafe

On October 10, 2016, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Paul Moir (Agent), Laura Moir, Michael Marquess and Alissa Marquess, (Controlling Persons) for an existing restaurant called Grand Canyon Cafe. This is an application for a new series 12 license #12033410. The Grand Canyon Cafe is currently under renovation at 110 E Route 66, in Flagstaff and is scheduled to open in the middle of December 2016.

I conducted a query through local systems and public access on Paul Moir, Laura Moir, Michael Marquess and Alissa Marquess. No derogatory records were found in the last five years. I learned Paul Moir is the manager/member, or controlling person on eight other liquor licenses of businesses located in Flagstaff and Tucson. I located one administrative violation for the Brix Restaurant and Wine Bar from October 1, 2013, for purchasing from other than primary source. The Criollo Latin Kitchen received two administrative violations in October 1, 2013, one for no manager's agreement form on file and for purchasing from other than primary source. I located 25 violations for The Good Oak Bar located in Tucson, Az.

I spoke with Paul who stated he had not been arrested in the last five years. Paul stated the administrative violations for Brix and Criollo Latin Kitchen were dismissed for the purchasing from other than primary source. Paul said these violations occurred due to an administrative error on the distributor's part. Paul explained the no manager's agreement on file violation was rectified immediately by completing the necessary administrative paperwork. Paul stated all the violations for The Good Oak Bar were under the previous owners and prior to him being a controlling person. Paul has attended the mandatory liquor law training course and provided proof.

As a result of this investigation the recommendation to Council is for approval of the series 12 license.



Planning and Development Services Memorandum

October 18, 2016

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Dan Folke, Planning Director

FROM: Reggie Eccleston, Code Compliance Mgr. (R2)

RE: Application for Liquor License #12033410
110 East Route 66, Ste. #102. Flagstaff, Arizona 86001
Assessor's Parcel Number 101-21-009
Paul Moir on behalf of Grand Canyon Cafe

This application is a request for a new, Series 12 Restaurant liquor license, by Paul Moir on behalf of Grand Canyon Cafe. This restaurant is located within the Central Business district. This district does allow for this use.

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

This liquor license is recommended for approval.

Liquor License Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Sandy Corder, Interim Revenue Director

Date: October 10, 2016

Re: Series 12 Liquor License – Grand Canyon Cafe

I have reviewed our records for Grand Canyon Cafe, LLC and I have no objection to approval of this liquor license.



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Action on Liquor License Application: Brent Schepper, "Fratelli Pizza", 1850 N. Fort Valley Rd., 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. Fratelli Pizza currently has two locations in Flagstaf, this will be a third. 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:

OFFICE OF THE CITY CLERK

September 7, 2016

Fratelli Pizza
Attn: Brent Schepper
2120 N. 4th St.
Flagstaff, AZ 86004

Dear Mr. Schepper:

Your application for a new Series 12 liquor license for Fratelli Pizza at 1850 N. Fort Valley Rd., was posted on October 7, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, November 1, 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 October 27, 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.

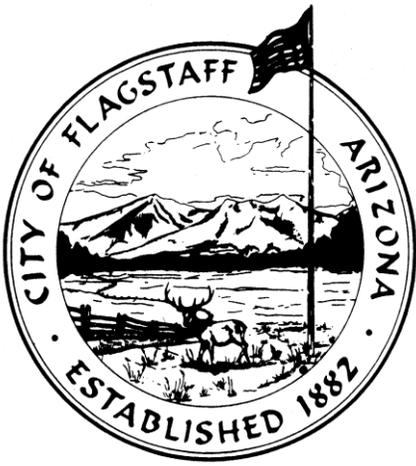
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

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

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ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police
Kevin D. Treadway

MEMORANDUM

16-109-01

TO Chief Kevin Treadway

FROM Sgt. Gregory Jay

DATE October 10, 2016

REF LIQUOR LICENSE APPLICATION – SERIES 12- for Fratelli Pizza

On October 10, 2016, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Brent Carleton Schepper (Agent), and Peter Alex Schepper (Controlling Person) for a new Fratelli Pizza location in Flagstaff. Brent and Peter Schepper are percentage owners and Brent will run the day to day operations. The new restaurant will be located at 1850 N Fort Valley Rd in Flagstaff and this is in addition to their two existing locations, 119 W Phoenix, and 2120 N 4th St. This is an application for a series 12 license #12033409.

I conducted a query through local systems and public access on Brent and Peter Schepper. No derogatory records were found in the last five years. Brent and Peter have attended the mandatory liquor law training course and provided proof. I spoke with Brent who stated he had not been arrested in the last five years. Brent stated he has never received any liquor law violations at either of his two existing Flagstaff locations. Brent said the business will be a restaurant and have no plans to operate as a bar or a club after hours. The location is currently under construction and Brent said they plan to open for business in November of 2016.

As a result of this investigation the recommendation to Council is for approval of the series 12 license.



Planning and Development Services Memorandum

October 18, 2016

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Dan Folke, Planning Director

FROM: Reggie Eccleston, Code Compliance Mgr. 

RE: Application for Liquor License #12033409
1850 N. Fort Valley Rd., Ste. #102. Flagstaff, Arizona 86001
Assessor's Parcel Number 102-07-001B
Brent Schepper on behalf of Fratelli Pizza

This application is a request for a new, Series 12 Restaurant liquor license, by Brent Schepper on behalf of Fratelli Pizza. This restaurant is located within the Suburban 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: October 10, 2016

Re: Series 12 Liquor License – Fratelli Pizza

I have reviewed our records for Fratelli Pizza, Inc., DBA Fratellia Pizza Fort Valley, and I have no objection to approval of this liquor license.



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stephanie Smith, Assistant to City Manager
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Approval of Contract: Intergovernmental Agreement between City of Flagstaff and Northern Arizona University for the Assistant Director for Off-Campus Life and Community Liaison Programs/ Neighborhood Liaison Position.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement between the City of Flagstaff and Northern Arizona University for Neighborhood Liaison Programming.

Executive Summary:

The purpose of this IGA is to memorialize the partnership between the City of Flagstaff and Northern Arizona University and provide a mechanism for joint funding of the Neighborhood Liaison position.

The Assistant Director for Off Campus Life and Community Liaison Programs, also known as the Neighborhood Liaison, will help foster relationships in the Flagstaff community at the neighborhood level. The liaison will work directly with residents, students and neighborhood associations and provide additional opportunities for collaboration between Northern Arizona University and the City. The position is jointly funded and managed by the University and the City of Flagstaff.

Financial Impact:

The FY 2017 budget adopted by City Council includes partial funding for the new joint position for an initial two year term in account 001-09-402-1310-1-4290. Staff anticipates the funding necessary to jointly support the salary for this position will be \$30,000 per year for the City. The University will cover all benefit costs.

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
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

REGIONAL PLAN:

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

INTERGOVERNMENTAL AGREEMENT

**by and between
City of Flagstaff and Northern Arizona University
regarding the**

**ASSISTANT DIRECTOR FOR OFF CAMPUS LIFE AND COMMUNITY
LIAISON PROGRAMS/ NEIGHBORHOOD LIAISON POSITION**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") dated this _____, 2016, is by and between CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (the "CITY"), and ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of NORTHERN ARIZONA UNIVERSITY, a public institution of higher education (the "UNIVERSITY"). Pursuant to A.R.S. Sections 11-952 and 15-1625, the City and the University agree as follows:

RECITALS:

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

WHEREAS, the UNIVERSITY is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and 15-1625 and Arizona Board of Regents Policy 3-808; and

WHEREAS, the CITY and the UNIVERSITY desire to jointly hire, and fund a shared personnel position known as Assistant Director for Off Campus Life and Community Liaison Programs/ Neighborhood Liaison ("Neighborhood Liaison"); and

WHEREAS, the Neighborhood Liaison will jointly benefit the CITY and the UNIVERSITY by helping foster relationships in the Flagstaff community at the neighborhood level; and

WHEREAS, it is the intent and desire of the parties hereto to provide for the respective obligations of each party with regard to the shared Neighborhood Liaison position.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. TERM.

A. The initial term of the Agreement shall be from the date the parties execute this Agreement, until October 3, 2018, unless terminated by either party pursuant to the provisions of

this Agreement. This Agreement shall automatically renew each year thereafter unless terminated by either party by mutual agreement.

B. In recognition of and deference to the budgeting needs and obligations of the parties hereto, any party wishing to terminate the provisions of this Agreement shall provide a 90-day written notice.

2. JOINT EMPLOYEE.

A. The UNIVERSITY shall provide a Neighborhood Liaison employee to be shared jointly with the CITY for the purpose of working directly with residents, students and neighborhood associations and providing additional opportunities for additional collaboration between the UNIVERSITY and the CITY.

B. The Neighborhood Liaison will be a regular employee of the UNIVERSITY and subject to the UNIVERSITY'S employment policies, procedures, and systems. Management of the Neighborhood Liaison and related programming will be shared by both the UNIVERSITY and the CITY. Performance evaluations will be managed using the UNIVERSITY'S process, with input from the CITY. The UNIVERSITY and the CITY will each provide work space for the Neighborhood Liaison at their respective locations. A shared work plan for the Neighborhood Liaison will be developed, implemented, evaluated collaboratively, and agreed upon by both parties.

E. The CITY and the UNIVERSITY will work together to develop and coordinate effective training and professional development for the Neighborhood Liaison.

3. FUNDING.

A. The Neighborhood Liaison position is to be funded jointly by the CITY and the UNIVERSITY. If appropriation by either party is unavailable or is terminated for whatever reason, the obligation of the parties to this Agreement will also be terminated regarding funding for the Neighborhood Liaison position. Should funding not be available for any reason, neither the CITY nor the UNIVERSITY will be held responsible to continue the position or fund the position beyond the current contracted term of the Neighborhood Liaison.

B. The UNIVERSITY will provide partial funding in the amount of 50% total salary for the Neighborhood Liaison position. The UNIVERSITY is solely responsible for payment of the employer portion of benefits, including mandatory retirement. The UNIVERSITY will provide worker's compensation coverage.

C. The CITY will provide partial funding in the amount of 50% total salary for the Neighborhood Liaison position. This percentage will remain the same should the UNIVERSITY modify its salary structure, provide for salary increases or decreases for any reason or provide merit, incentive, or any other type of compensation or benefit. The UNIVERSITY will consult with the CITY before reclassifying the Neighborhood Liaison position to a higher salary range or

provide any career progression pay increase without consultation with the CITY. Compensation changes will be made consistent with UNIVERSITY policies and procedures.

4. INDEMNIFICATION, NOTIFICATION, AND JOINT RESOLUTION.

The CITY and the UNIVERSITY agree to accept responsibility and indemnify the other for any claims arising from the employment of the Neighborhood Liaison with respect to claims arising from circumstances under their respective control or on their premises. The CITY and the UNIVERSITY each agree to promptly notify the other of any claims, complaints, or grievances made by the shared employee to allow for a joint resolution of any claim, complaint, or grievance, if desired.

5. INSURANCE.

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

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

6. AMENDMENTS; INTEGRATION.

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. All amendments or modifications of the Agreement shall be in writing and approved by the Flagstaff City Council and the UNIVERSITY.

7. DISPUTE RESOLUTION.

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212)949-6490, www.cpradr.org, with the exception of the mediator selected provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiations or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8. STATUTORY REQUIREMENT OF CANCELLATION FOR CONFLICT OF INTEREST.

This Agreement may be cancelled for conflict of interest in accordance with the requirements of Section 38-511 of the Arizona Revised Statutes.

9. NON-DISCRIMINATION.

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704), nondiscrimination (Executive Order 11246), and affirmative action. The CITY and the UNIVERSITY shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

10. NO BOYCOTTS OF ISRAEL.

Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Agreement, to not engage in a Boycott of Israel.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

NORTHERN ARIZONA UNIVERSITY

President Rita Hartung Cheng

Print name:_____

Title:_____

Approved as to form:

Michelle G. Parker, General Counsel

CITY OF FLAGSTAFF

Mayor Gerald Nabours

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

**ASSISTANT DIRECTOR, OFF-CAMPUS LIFE (OCL)
COMMUNITY LIAISON PROGRAMS JOB DESCRIPTION
A COLLABORATIVE EFFORT BETWEEN THE CITY OF FLAGSTAFF
AND NORTHERN ARIZONA UNIVERSITY**

Position Title: Assistant Director, Off-Campus Life-Community Liaison Programs

Reports To: Dean of Students or Designee and City of Flagstaff (Staff Member TBD)

Job Summary

Works in a variety of ways to promote relationships between students and non-students residing in Flagstaff neighborhoods. Responsible for managing high-level collaborative efforts between the City and NAU including communications, program management, and regular interaction with students and the community. Represent NAU/City relationships and efforts in public meetings, and on committees, task forces, and where needed. Occasional evenings and weekends required.

Job Description

- Develops and implements programming to create positive relationships, including developing strategies and advice for handling specific problems and requests, coordinating effective communications and campaigns, and providing exemplary customer service.
- Implements, evaluates, and provides overall management of outreach programs to students and non-student residents.
- Determines opportunities and creates programs and processes to address community needs.
- Responsible for work strategies, preparation of final reports, and managing program budgets.
- Participates with established joint work teams (e.g. Good Neighbor Coalition, League of Neighborhoods, etc.) created to address commonly identified goals and coordinates implementation of goals and tasks.
- Manages Off-Campus Life web pages and electronic and print publications.
- Manages and participates in all aspects of University/City activities to improve City/NAU relations and neighborhood quality of life issues.
- Coordinates efforts with the Office of the President to ensure coordinated messages.
- Maintains and enhances link with City and NAU staff and offices to advance common goals.
- Acts as a point of contact in resolving student/non-student resident controversies by making referrals, providing advice/coaching to involved parties including preparing responses for City/NAU leadership.
- Acts as a conduit to establish direct relationships with students and non-student residents.
- Create and implement processes for information exchange among students, non-student residents, City staff and NAU to strengthen relationships and obtain stakeholder perspective on issues, business decisions, and policy implementation.
- Is available to attend appropriate meetings for the City, NAU, neighborhood groups, collaborative task forces, and public forums.
- Works with property owners/managers on issues associated with education, code enforcement, parking, neighbor relations, and local ordinances.
- Assists in selecting, training, evaluating and supervising any future full-time, graduate or student staff or interns, when available.
- Stays knowledgeable of landlord/tenant issues and resources available on campus and in the community.

- Develops program evaluation system for outcome measurements and benchmarks; modifies and develops programs to improve services to meet community needs.
- Secures outside funding sources for programming through grant-writing and solicitation of donations.
- Assists with the development of long-range goals and objectives for the Off Campus Life. Initiates relevant policies and procedures; makes recommendations and carries out implementation, when appropriate.
- Carries out additional projects as appropriate and with the mutual support of the Dean of Students and City of Flagstaff designee.

Minimum Qualifications

- Bachelor's degree and four years of full-time professional in program planning, implementation, and evaluation that specifically relates to community relations and community building/organizing.

Preferred Qualifications

- Master's Degree in Student Affairs/Higher Education, Conflict Resolution, Counseling, Psychology, Public Administration/Policy or related field and two years of full-time professional experience in program planning, implementation, and evaluation that specifically relates to community relations and community building/organizing.
- Demonstrated public speaking and group facilitation experience.
- Demonstrated ability to work successfully with students, community partners, and administrators.
- Demonstrated mediation, conflict resolution, and /or counseling experience.
- Excellent written communication skills.
- Strong interpersonal skills, including one-on-one support and working on a team.
- Demonstrated understanding of unique University/City issues and relationships.
- Public relations and marketing experience.
- Experience working in a University setting and/or a municipal government.
- Demonstrated program budgeting experience.
- Demonstrated commitment to diversity.

Knowledge Skills and Abilities

- Excellent skills in program development, organization, execution and assessment.
- Strong ability to analyze problems and make well-reasoned, sound decisions.
- Excellent communication and presentation skills.
- Effective interpersonal skills including the ability to work with diverse students, staff, elected officials, city residents and other entities.
- Skill in budget preparation and forecasting.
- Ability to work with people from a variety of culturally diverse backgrounds.
- Knowledge of and ability to communicate university policies and procedures.
- Ability to work independently
- Sound organizational and administrative skills, including accurate data entry, documentation of student meetings, and organization of work schedule.
- Strong supervisory, organizational and training skills.
- Awareness and commitment to NAU's EEO/Affirmative Action Plan and Safe Working and Learning Environment goals.

Background Information

This position has been identified as a safety/security sensitive position. Therefore, per AZ Revised Statute, Northern Arizona University requires satisfactory results for the following: a criminal background investigation, employment history investigation, degree verification (in some cases) and fingerprinting.

Additionally, as an employer in the state of Arizona, NAU is required to participate in the federal E-Verify program that assists employers with verifying new employees' right to work in the United States.

Finally, each year the Northern Arizona University Police Department releases an annual security report. The report is a result of the federal law known as the Clery Act and contains policy statements that address the school's policies, procedures and programs concerning safety and security including policies for responding to emergency situations and sexual offenses. The report contains three years of data for Clery reportable crime statistics for the campus along with the most current year's Fire Safety Report, which includes policy statements and fire statistics for Flagstaff on-campus student housing.

The report may be viewed at <http://nau.edu/clery> or by visiting the NAUPD website at: <http://http/www.nau.edu/police> . A printed copy of the report is available upon request by contacting the NAU Police Department, Records Department at (928)523-8884 or by visiting the department at Building 98A on the NAU Mountain Campus.

Salary

\$56,000 – 60,000 Commensurate with education and experience.

FLSA Status

This position is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and therefore will not earn overtime or compensatory time for additional time worked.

Benefits

This is a Service Professional (SPF) position. NAU offers an excellent benefit package including generous health, dental and vision insurance; participation in the Arizona State Retirement System or the Optional Retirement Program; 22 days of vacation and 10 holidays per year; and tuition reduction for employees and qualified dependents. More information on benefits at NAU is available at: <https://nau.edu/Human-Resources/Benefits/Eligibility-Enrollment/>

Service Professionals are hired on a contract basis, renewable each 6 months according to terms of the Conditions of Professional Service, which may be found at: <http://hr.nau.edu/sites/default/files/files/Conditions%20of%20Service%20Professional%20Dec%202012%20Rev.pdf/>

Employees offered a position will be eligible for state health plans (including NAU's BCBS Plan). New employees are eligible for benefits on the first day of the pay period following their enrollment, after their employment date. Employees will have 31 days from their start date to enroll in benefits. If a new employee chooses the ASRS retirement option, participation in the Arizona State Retirement System, and the long-term disability coverage that accompanies it, will begin on the first of the pay period following 6 months after the new employee's start date. New

employees who choose to participate in the Optional Retirement Plan (ORP), which is an alternative to the ASRS plan for faculty and other appointed staff, will begin to participate on the first day of employment. Additionally, the long-term disability plan that accompanies the ORP will begin on the first day of employment. More information is available at: <https://nau.edu/Human-Resources/Benefits/Eligibility-Enrollment/>

Application Deadline

June 13, 2016 at Midnight.

How to Apply

To apply for this position, please click on the "Apply Now" button on this page. You must submit your application by clicking on the "Submit" button by midnight of the application deadline. If you need assistance completing your application there are instructions available on line at <http://nau.edu/human-resources/> or in person in the Human Resources Department located in Building 91 on the NAU Campus - on the corner of Beaver and DuPont Streets.

If you are an individual with a disability and need reasonable accommodation to participate in the hiring process please contact the Office of Equity and Access at: 928-523-3312/TDD - 928-523-1006 or PO Box 4083, Flagstaff AZ 86011.

Equal Employment Opportunity

Northern Arizona University is a committed Equal Opportunity/Affirmative Action Institution. Women, minorities, veterans and individuals with disabilities are encouraged to apply. NAU is responsive to the needs of dual career couples.

EEO Law Poster: <http://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf>

NAU is an Employer of National Service. AmeriCorps, Peace Corps, and other National Service alumni are encouraged to apply.

Revised: 2/12/2016

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Chad Smith, Special Services Supervisor,
Police Department
Co-Submitter: Damian Gallegos
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Approval of Purchase: Two (2) Police Interceptor Utility Vehicles.

RECOMMENDED ACTION:

Approve the purchase of two (2) 2017 Ford Police Interceptor Utility Vehicles from Peoria Ford, who successfully completed the IFB process, at a total price of \$55,390.48.

Executive Summary:

We are seeking to procure two (2) vehicles to replace two (2) Ford Crown Victoria vehicles, which are set for replacement due to age, mileage and/ or other contributing factors used to determine the retirement of a patrol vehicle. The purchase of these two vehicles was approved by the Fleet Management Committee as well as the Budget Committee; these will be purchased utilizing allocated funds from the department's Rolling Stock/ Fleet account.

Financial Impact:

The Budget Committee allocated the necessary funds to accommodate this purchase during FY2017.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Invest in our employees and implement retention and attraction strategies:

It is disheartening and causes concern when officers arrive to work and no vehicles are available to them, preventing them from conducting patrol field activities and responding to calls for services.

4) Develop and implement guiding principles that address public safety service levels through appropriate staff levels:

Even with appropriate staff levels, public safety services may suffer when there are insufficient or inadequate vehicles available. In the event there is an insufficient number of vehicles, it may require officers to double up in a vehicle, resulting in one less patrol unit available to respond to calls or conduct proactive policing.

11) Ensure that we are as prepared as possible for extreme weather events:

Since the Ford Police Interceptor Utility's introduction in 2015, the utility platform has proven its effectiveness in all of Flagstaff's weather conditions. The increased frame and engine clearance allows for safer travel through elevated waters and in the event of a fire, driving on non-maintained roads. The All-Wheel Drive has proven effective in snow and on slick road surfaces.

Previous Council Decision on This:

There have been no previous Council decisions on this matter.

Options and Alternatives:

Forego the purchase of the vehicles and manage the increase in vehicle downtime. Increases in vehicle downtime are likely to have a direct impact on response times to emergency calls and non-emergency calls for service. There will also be additional mechanical costs associated with maintaining an older fleet, negatively impacting the FY2017 budget.

Background/History:

State procurement procedures ARS 41-2533 "G" states: "The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the invitation for bids". Peoria Ford was the only responsive and responsible bidder.

An "Invitation For Bid" (IFB# 2017-14) was posted to Planet Bids on August 27, 2016, the city's online bid system; the bid closed on September 21, 2016. The only responsive party was Peoria Ford with a bid of \$27,695.24 per unit. The IFB was for the purchase of two (2) units, bringing the total to \$55,390.48. Communication was entered into the Civic Plus system to advise all vendors that a new bid was entered into the Planet Bids system. The Purchasing Department contacted N. Cashatt at Babbitt Ford to advise of the new posting. The only bidder that entered a bid on the Planet Bids online bidding website was Peoria Ford and they were determined to be the only Responsive bidder.

Key Considerations:

The purchases being recommended have been reviewed and approved by both the Fleet Management Committee and Budget Committee. Approval of these purchases will help ensure a functional patrol fleet and continue to move the fleet in the direction of best practices in vehicle replacement.

Expanded Financial Considerations:

Forego the purchase at this time and attempt to replace the vehicles out of the Fleet General Fund FY2018 Budget.

Community Benefits and Considerations:

Sustaining a reliable police fleet helps minimize vehicle downtime, maximizing the number of police vehicles available for use, which may result in faster response times and an elevated level of service to our citizens.

Community Involvement:

Inform

Attachments: [Planet Bids IFB2017-14](#)

Bid Results for Project Two Ford Police Interceptor Utility Vehicles
(2017-14)

Issued on 08/27/2016

"Bid Due on September 21, 2016 3:00 PM (Mountain)"

Exported on 09/29/2016

VendorID	Company Name	Address	Address 2	City	State	ZipCode
	Country	Contact	Phone Fax	Email	Vendor Type	
461357	"PFVT Motors, LLC"	9130 W Bell Rd		Peoria		
	85382 United States	Chad Welsh	480-696-5930			480-393-5536
	cwelsh@peoriaford.com					

Respondee	Respondee Title	Respondee Phone	Respondee Email
"PFVT Motors, LLC"	Fleet Manager	480-696-5930	
	cwelsh@peoriaford.com		

Bid Format	Submitted Date	Delivery Method	Responsive	Status
	Confirmation #	Ranking		
Electronic	"September 16, 2016 12:13:42 PM (Mountain)"	Ford Factory		
lead time 10-12 weeks as of 09/16/2016	Yes	Submitted	88663	0

Respondee CommentBuyer Comment

Only one responsive responsible bidder.

Attachments

File Title	File Name	File Type
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"PFVT Motors, LLC DBA Peoria Ford Bid Docs for IFB 2017-14"	City of
Flagstaff - Peoria Ford Bid Docs for IFB 2017-14.pdf	General

Attachments

Line Items

Discount Terms: no discount

Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total	Discount	Line Price
1	Section 1	K8A	2017 Ford Police Interceptor Utility Vehicle	3.7L					
V6	Each				2		"\$27,695.24 "		
						"\$55,390.48 "	"\$55,390.48 "	Yes	
2	Section 1	51Y	"Spot Lamp-Incandescent Bulb, Driver Only"	Each					
					2	\$0.00	\$0.00	\$0.00	\$0.00
								Yes	
3	Section 1	595	Remote Keyless Entry Key Fob	Each					
		4				\$0.00	\$0.00	\$0.00	Yes
4	Section 1	76R	Reverse Sensing	Each					
		2				\$0.00	\$0.00	\$0.00	Yes
5	Section 1	43D	Dark Car	Each					2
						\$0.00	\$0.00	\$0.00	Yes
6	Section 1	55B	BLIS Blind Spot Monitoring	Each					
		2				\$0.00	\$0.00	\$0.00	Yes
									Subtotal
						"\$55,390.48 "	"\$55,390.48 "		Total
						"\$55,390.48 "	"\$55,390.48 "		

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Scott Mansfield, Police Lieutenant
Co-Submitter: Stacey Brechler-Knaggs
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Approval of Sole Source Contract: Purchase to conduct maintenance/rebuild of the Police Department Bomb Robot

RECOMMENDED ACTION:

Approve the sole source purchase of conducting maintenance/rebuild of Police Department Bomb Robot through Remotec, Inc. in the amount of \$59,521.02

Executive Summary:

Initially the FPD Bomb Robot was purchased with AZ Homeland Security Grant Funds approximately 15 years ago. No maintenance has been performed on the robot since that time and the equipment has become outdated and worn out. Therefore, this is a much needed upgrade to perform the duties required of a Tier 1 bomb team.

Financial Impact:

FY 2016 funding has been received from the Arizona Department of Homeland Security Grant Program in the amount of \$32,506 for the Bomb Robot Upgrade. In addition, the Police Department has received funding from Coconino County Rico funds for \$13,000 and Navajo County Rico funds for \$13,000 for a total amount of \$58,506. The remaining balance of \$1,015.02 will come from the Police Department budget to fund the total purchase. Repairing and refurbishing the current robot is more cost effective than the purchase of a new robot which would cost in excess of \$200,000 dollars. The FY2017 budget for this contract is \$102,000 in account 001-04-062-0691-2-4405.

Connection to Council Goal and/or Regional Plan:

Effective Governance

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- 1) Approve the recommended sole source purchase. This will allow the Police Department to safely respond to emergency calls involving possible explosive devices, and other emergency response needs.
- 2) Not approve the recommended sole source purchase.

Background/History:

The Flagstaff Police Department Bomb Squad consists of four Bomb Technicians and averages about 20 calls a year throughout the Northern Arizona region. The FPD Bomb Squad is the primary Tier 1 response team for all critical infrastructure located within Coconino, Navajo, and Apache counties. Currently, the FBI and AZ DPS no longer have Bomb Technicians stationed in the Northern Arizona region. This leaves the Flagstaff Police Department as the closest available unit for all calls within Northern Arizona. As previously stated, the Bomb Robot is approximately 15 years old and has not received any maintenance or equipment upgrades.

Key Considerations:

For safety reasons, bomb technicians are required to work remotely with a robot to render safe CBRNE devices whenever possible. This requirement was reinforced years ago during a render safe procedure of an IED near Tuba City . During the render safe procedure, the device initiated a high order detonation severely damaging the FPD Bomb Squad's first (original) robot. Without that robot, the bomb technicians involved in this incident could have been severely injured or killed. To remain qualified as a Regional Tier 1 Bomb Squad, the Flagstaff Police Department is required to possess at least one operational robot for remote render safe procedures of CBRNE devices.

Community Benefits and Considerations:

The Bomb Robot will help the Police Department preserve life and safety.

Attachments: [Remotec Inc Quote](#)
 [Sole Source Letter](#)

Remotec

<p>REMOTEC, INC. SERVICE DEPARTMENT QUOTE</p> <p>353 J.D. Yarnell Pkwy Clinton, TN 37716 Phone: (865) 483-1492 Fax: (865) 483-1436 E-mail: RemotecService@NGC.com</p> <p>Attn: Jones, Eric</p> <p>CMPNY: Flagstaff PD ATTN: Kelly, Grant ADDR: 911 E Sawmill Road</p> <p>Flagstaff AZ, 86001 PHONE: (928) 774-1414 FAX: Email: gkelly@coconino.az.gov</p>		<p>Date: 9/16/2016</p> <p>Terms: Net 30 Days</p> <p>Prices are F.O.B. Clinton, TN</p> <p>Delivery: 180 Days After Receipt of Order Or Sooner</p> <p>This pricing is valid for 90 days</p> <p>ROBOT MODEL: F6A ROBOT S/N: F7829-01N010905</p> <p>QUOTE #: Q-11333B</p> <p>RMA# N/A</p>	
PAGE 1 OF 1			

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
	Upgrade 2455 F6A to F6+ Style Including:	E2461-0100	1		\$ -
A	Chassis Upgrade				\$ -
1	Vehicle Electronics Assy. (includes Drive Camera Assy.)	E2461-4000	1	\$ 30,000.00	\$ 30,000.00
2	Drive motor conector connector	CON-HDP26-18-6SM	2	\$ 19.00	\$ 38.00
3	Lift bearing plate	C2457-1037	2	\$ 145.00	\$ 290.00
4	Membrane pot	B2461-1020	2	\$ 275.00	\$ 550.00
5	Wiper Plunger	B2461-1006	2	\$ 28.00	\$ 56.00
6	Wiper Mount Block	B2461-1007	2	\$ 22.00	\$ 44.00
7	Labor to Assemble Chassis	LABOR2	40	\$ 88.00	\$ 3,520.00
B	Arm Upgrade including:				\$ -
1	Arm Joint Pot Assy (Shoulder, elbow, pitch)	B2461-2278	3	\$ 647.00	\$ 1,941.00
2	Grip cords (pitch)	GRIPCORD-056	2	\$ 28.00	\$ 56.00
3	New Shoulder Lift plate (Shoulder, elbow, pitch)	B2461-2026	3	\$ 256.00	\$ 768.00
4	Labor to Re-wire wrist pitch Assy.	LABOR2	5	\$ 88.00	\$ 440.00
5	Labor to Re-wire Elbow Assy.	LABOR2	5	\$ 88.00	\$ 440.00
6	TORSO SENSOR GEAR SHAFT	B2461-2267	1	\$ 35.00	\$ 35.00
7	Torso pot mount	C2461-2265	1	\$ 230.00	\$ 230.00
8	Torso Sensor Gear	B2461-2261	1	\$ 92.00	\$ 92.00
9	Sensor	SENSOR-005	1	\$ 135.00	\$ 135.00
10	Cord Grip	GRIPCORD-055	1	\$ 81.00	\$ 81.00
11	Gear	GEAR-002	1	\$ 71.00	\$ 71.00
12	Worm gear shaft	D2400-2030	1	\$ 1,333.00	\$ 1,333.00
13	Shoulder Side Plate	C2461-2025	1	\$ 452.00	\$ 452.00
14	Labor to Re-wire Shoulder Assy.	LABOR2	7	\$ 88.00	\$ 616.00
15	Labor to further modify arm parts. To F6+	LABOR2	20	\$ 88.00	\$ 1,760.00
16	Firing circuit assy	D2460-3950	1	\$ 646.00	\$ 646.00
C	Camera Upgrades				\$ -
1	LED light mounting bracket for P&T camera	B3865-0183	2	\$ 40.00	\$ 80.00
2	LED light mounting bracket for arm camera	B3865-3616	1	\$ 202.00	\$ 202.00

3	LED Light for P&T and Arm Camera	C3365-3620	3	\$ 1,800.00	\$ 5,400.00
4	Rear drive camera Kit	E2460-5140	1	\$ 1,155.00	\$ 1,155.00
7	Shipping and Misc.				\$ -
1	Labor to Test	LABOR2	5	\$ 88.00	\$ 440.00
2	Replacement batteries for battery packs	BATTERY-010	4	\$ 128.00	\$ 512.00
3	New Tracks (6 tracks = one full set)	B2400-1013-FT	6	\$ 271.00	\$ 1,626.00
4	Switchbox Software Chip	ICPSD311-15L	1	\$ 22.00	\$ 22.00
4	Shipping To and From Remotec	N/A	1	\$ 1,600	\$ 1,600.00
					\$ -
	All upgrades include first year warranty standard				\$ -
					\$ -

Shipping Via: _____

TAX \$ 4890.02
TOTAL COST \$ 54,631.00

ALL QUOTES REQUIRE APPROVAL

Business Management Approval Stephanie G. Bailey (A63270) <small>Copyright © 2011 Remotec Inc. All Rights Reserved. Printed in the USA. 10/11/11</small>	Contracts Approval <i>[Handwritten Signature]</i>
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- (1) Prices listed are for sales in U.S.A. only. Export prices are available upon request
- (2) Add travel, labor and subsistence costs if training is located at customer's facility
- (3) All products have a one-year warranty. Extended Maintenance Contracts are available
- (4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached). Any deviation from these conditions may result in a price increase.
- (5) The prices contained herein are budgetary, are submitted for planning purposes only and are not to be construed as a firm quotation. Any resultant contract shall be contingent upon negotiation of mutually acceptable terms and conditions.

\$ 59,521.02
TOTAL

W-9 TAX ID#



Northrop Grumman Corporation Information Systems

October 10, 2016

Remotec
353 JD Yarnell Parkway
Clinton, TN 37716
(865) 483-0228
(865) 483-1426 Fax

Scott Mansfield,

REMOTEC, A Subsidiary of Northrop Grumman, is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the ANDROS RONS, Wolverine, Mark V-A1, F6 Series, Titus, Mini-ANDROS II and HD Series Robot Systems including all related upgrades, accessories, parts, training, refurbishments and service.

Our ANDROS Robots are in use by police departments and many different organizations in 52 countries around the world. Some of these organizations include all branches of the U.S. Military, the Federal Bureau of Investigation and the U.S. Secret Service.

REMOTEC's ANDROS systems have a unique articulated track design, which is patented under U.S. Patent No. 4,746,977, Patent No. 4,923,831 and Patent No. 5,022,812. REMOTEC is the only manufacturer that offers the articulated track design.

REMOTEC does not have any product dealers or resellers within the United States. All parts are sold and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 483-1492.

Sincerely,

Lance Beaty
Remotec Service Department
353 J. D. Yarnell Parkway
Clinton, TN 37716
PH: 865-483-1492
FAX: 865-483-1436
remotecs@ngc.com

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sandy Corder, Interim Revenue Director
Co-Submitter: Rick Tadder
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Approval of Write-Offs: Delinquent and uncollectable Transaction Privilege (Sales) Tax accounts for Fiscal Year 2016. *(2016 Transaction Privilege (Sales) Tax Account Write-offs)*

RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectable transaction privilege (sales) tax accounts in the amount of \$191,163.45.

Executive Summary:

Generally accepted business and accounting practices allow for the write-off of uncollectable accounts annually. City staff has exhausted collection efforts on the eligible accounts and will no longer actively collect them. Where possible, City collection efforts include contacting credit agencies to identify debt owed by taxpayers, recording tax liens against property, and seeking recovery through the Arizona Department of Revenue's debt set-off program per A.R.S. Section 42-1122. Also the City will not do business with delinquent taxpayers (purchase goods and services). As a result, debt which has been previously written-off is occasionally paid some time later to clear a taxpayer's outstanding debt. Pursuant to state law, taxpayer delinquent account information is not subject to public release unless otherwise a public record (e.g. recorded property tax liens).

Financial Impact:

Each year, the City anticipates that there will be uncollectable transaction privilege (sales) tax accounts and reserves an amount at year end for these accounts. The current allowance for uncollectable account for sales tax is \$195,000.00. The amount requested to write off is below this allowance.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

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

Previous Council Decision on This:

No

Options and Alternatives:

- Authorize the write-off of uncollectable transaction privilege (sales) tax accounts.
- Do not authorize the write-off off uncollectable transaction privilege (sales) tax accounts and continue collection efforts.

Background/History:

Before any account is eligible for write-off, staff must initiate collection efforts on each account after it becomes delinquent. When collection efforts are exhausted, the account is eligible for write-off.

In FY16, the City estimates receipt of \$49.6 million in transaction privilege (sales) taxes and franchise fees. The write-offs are 0.3849% of the total estimated amount of revenues.

Pursuant to state law, taxpayer information is confidential and information is not subject to public release.

Transaction Privilege (Sales) Tax Account Write-Offs (6 Year History)

Write-Off Year	Amount of Write-Off	Annual Amount Collected	% of Amount Collected
FY 16	\$191,163.45	\$49.6 million	0.385%
FY 15	\$94,271.80	\$40.6 million	0.232%
FY 14	\$140,569.91	\$35.3 million	0.400%
FY 13	\$100,866.05	\$34.4 million	0.293%
FY 12	\$113,481.22	\$33.0 million	0.344%
FY 11	\$109,121.32	\$31.1 million	0.350%

Key Considerations:

Staff, using billing statements, letters, and telephone calls, has worked the delinquent accounts prior to write-off.

Expanded Financial Considerations:

It is sound financial management practice to reduce assets to reflect their true valuation. Failure to write-off accounts deemed uncollectable overstates the asset value of the City.

Community Involvement:

Inform. Yearly write-offs ensure that the City is following generally accepted business practices.

Expanded Options and Alternatives:

None.

Attachments:

No file(s) attached.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Paul Summerfelt, Wildland Fire Manager
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Approval of Interagency Agreement: Camp Navajo Prescribed Wildland Fire Project

RECOMMENDED ACTION:

Approve the Camp Navajo Prescribed Wildland Fire Project agreement, permitting City of Flagstaff Fire Dept management of prescribed fire operations on Camp Navajo on a full cost-recovery basis for any efforts undertaken.

Executive Summary:

The City has a long history of assisting Camp Navajo regarding prescribed fire projects on the facility, to include the most-recent five-year agreement (with extension) completed March 31st 2016, All previous agreements, like the one now proposed, are on a full-reimbursement basis. As a serious wildfire on the facility has in the past, and will in the future, involve city resources, it is in our best interest to engage in a proactive partnership with the State to reduce the wildfire threat and improve responder/public safety on the facility during a fire event.

Financial Impact:

All city costs incurred to implement any prescribed burn operation under this Agreement are fully-reimbursed by the State: there is no city match (in-kind or cash) required.

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) 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 fire-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 agreement/award. Council did, however, approve the previous five-year agreement with ADEM for this same service at Camp Navajo in 2010.

Options and Alternatives:

Two exist:

1. **Approve** the Agreement, permitting city-managed prescribed fire operations to occur on the facility on a fully-reimbursable basis.
3. **Reject** the Agreement, thereby fostering a situation where the implementation of this much-needed, and highly beneficial, work may not occur.

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) and the Engineer Fire (Camp Navajo - 2011) show what can happen when such treatments are not in-place.

Key Considerations:

Serious wildfires on any jurisdiction in the greater Flagstaff area can-and-will impact our community. Implementation of prescribed fire operations has proven highly effective in reducing occurrence and severity of these events. In addition, Camp Navajo is an important economic entity in our area, and ensuring that its mission continues unaffected by destructive wildfire is highly important.

Expanded Financial Considerations:

Every Purchase Order (PO) issued by the State to support specific prescribed burn operations will be costed-out by city staff to allow for full-reimbursement for any-and-all expenses incurred in implementing that particular burn operation. The State has currently issued a \$33,000 PO to cover expenses incurred for any pile burn operations between approval of this Agreement and Dec 31st, 2016. Beginning Jan 2017, and continuing each year until the termination of the Agreement, a new PO will be issued to cover any expenses related to any prescribed burn operations conducted on the facility in that year.

Community Benefits and Considerations:

Camp Navajo Natural Resource staff employ numerous partnerships to plan, implement, and monitor forest treatment work on the facility. In addition to ourselves, these include AZ Game & Fish Department, US Fish & Wildlife Service, Greater Flagstaff Forests Partnership, and the NAU Ecological Restoration Institute. Completion of past, on-going, and future forest treatment work on the facility expands the work being undertaken by others in the greater Flagstaff area to protect communities, recreational opportunities, and wildlife habitat, while promoting forest resiliency and sustainability.

Community Involvement:

Consult & Involve – We've been engaged with Camp Navajo staff on their forest treatment activities for over a decade. This Agreement allows that relationship to continue in the planning, implementation, and monitoring of all prescribed fire operations.

Collaborate – The planned forest treatments are part of a larger effort underway in our area and throughout northern AZ. We and our many partners have been engaged for nearly two decades in this work, on various jurisdictions and site conditions, and have utilized a variety of prescriptions and approaches to ensure we have a full-suite of treatments across the greater landscape. The work to be completed as a result of this Agreement is based upon credible and proven science-based forest restoration and hazard fuel management standards and knowledge. It adheres to guidelines established in the Greater Flagstaff Area Community Wildfire Protection Plan (City & County - 2005, updated 2012), is consistent with forest treatments designed and implemented by the Greater Flagstaff Forests Partnership (1999-present) and the City of Flagstaff Wildland Fire Management program (1998-present), meets the goals of the State of AZ 20-Year Strategy (2007), and is consistent with both the Four Forests Restoration Initiative's and the Flagstaff Watershed Protection Project's Final Records of Decision (USFS - 2015).

Expanded Options and Alternatives:

None

Attachments: [Interagency Agreement](#)

DEMA Contract No: xx-xxxx

A.G. Contract No: xx-xx-xx

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
5636 East McDowell Road
Phoenix, Arizona 85008-3495

INTERAGENCY AGREEMENT

Project Title: Camp Navajo Prescribed Wildland Fire Project

Termination Date: December 31st, 2021

This Agreement is entered into between the **Arizona Department of Emergency and Military Affairs (DEMA)** and **City of Flagstaff (COF)** in accordance with A.R.S. 35-148A, and 26-306B1.

This agreement, including any attachments, amendments or modifications, shall constitute the entire Agreement between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

**FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT
OF EMERGENCY AND MILITARY AFFAIRS:**

**FOR AND BEHALF OF THE
CITY OF FLAGSTAFF:**

Signature of Authorized Individual
Date

Signature of Authorized Individual Date

Printed Name
Procurement Manager

Printed Name
Mayor

Title
Department of Emergency and Military
Affairs
5636 East McDowell Road, Building
M5330
Phoenix, Arizona

Title
C/O Grants Manager
211 W. Aspen
Flagstaff, AZ 86001

Address

Address

APPROVED AS TO FORM: This xx day
of xx, 2016.

ATTEST: _____
City Clerk

xxxxx, Arizona Attorney General

APPROVED AS TO FORM

By: See attached IGA Determination # xx-
xx-xxxx

This _____ day _____, 2016

By _____
City Attorney

**INTERAGENCY AGREEMENT BETWEEN
THE DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS (DEMA)
AND
CITY OF FLAGSTAFF**

The Scope of Work for this agreement shall be performed by the City of Flagstaff Fire Department (COF-FD), hereinafter referred to as either COF-FD or Contractor, on behalf of the City of Flagstaff (COF). The Scope of Work shall be effective until Dec 31st, 2021. This agreement is entered into pursuant to ARS 35-148(A) and 26-306B1, et seq.

Purpose – The purpose of the project is to perform prescribed fires (including burning of slash piles) on Camp Navajo for AZDEMA personnel. Objectives are detailed in section II.

Camp Navajo Wildland Fire Project

I) Introduction

The forests of Camp Navajo support a multitude of values – all of which are at risk from wildfire and an unhealthy ecosystem. These include troop training, scenic values, watershed integrity, emotional and spiritual ties with the land, wildlife habitat, recreational opportunities, air quality, public confidence in government, public safety, structures and other infrastructure, and economic vitality.

The purpose of this agreement is to reduce forest fuels through the implementation of prescribed fires (including slash pile burning) and conducting fire trainings for AZDEMA personnel. Slash pile burning is typically planned for the winter months, December - mid-March under cover of snow or from July - mid-August during the monsoon season.

Prescribed burning will generally be conducted on Camp Navajo in spring and fall. The City of Flagstaff Fire Department has performed numerous prescribed fires on Camp Navajo since the 2003. Since 2003, over 95% of fall prescribed burns have occurred in October and November and 100% of Spring Burns have occurred in April and May. Because the federal fiscal year begins October 1st, and because federal funds are not generally available until after the prescribed fire season, the fall burning season will be conducted through purchase orders funded with previous fiscal year funds with US Property and Fiscal Officer approval. In general because of varying requirements dependant on weather conditions, purchase orders will be issued under this agreement on a season to season basis.

II) Objectives

COF-FD shall:

1. Assist Camp Navajo staff with preparation of Prescribed Burn Plans, including identification of desired fire behavior, fire effects, smoke management, ignition sequence and pattern, and public notification efforts.
1. Assist Camp Navajo staff in securing smoke permits from AZ Dept of Environmental Quality (ADEQ).
2. Implement prescribed burn operations in accordance with ADEQ regulations.
3. Assist Camp Navajo staff in coordinating prescribed burn operations with various entities conducting research or other natural resource management efforts on the installation.
4. Increase Camp Navajo's ability to train soldiers by reducing wildfire threat in vicinity of multipurpose firing range complex and in areas where other dispersed training activities occur.

III) Description of Work

Slash Pile Burning: Slash piles may be located throughout the installation from forest thinning and clearing operations. Number of acres will vary annually.

Prescribed Fire: The area included in this agreement is the entire installation. Burn units will be designated by Camp Navajo staff. The goal of each burn shall be to reduce accumulated natural fuels, recycle nutrients, improve composition of understory vegetation, improve long-term forest health and restore the historical fire interval.

Resource Benefit Fire (RBF): The area included in this agreement is the entire installation. RBF is the management of naturally ignited wildland fires (those started by lightning) to accomplish specific resource objectives within a pre-defined area. The goal of each RBF incident shall be to reduce accumulated natural fuels, recycle nutrients, improve composition of understory vegetation, improve long-term forest health and restore the historical fire interval. Monitoring is a high priority in RBF to ensure the fire stays within boundaries and meets objectives.

IV) Deliverables – Services/products performed under this agreement include fuel reduction treatments. A copy of all documentation related to the above deliverables (e.g. fire behavior forms, weather observation forms, burn accomplishment forms, burn plans) shall be delivered to DEMA within 30 days of prescribed fires and/or training events).

V) Amount of Agreement - The total annual amount of reimbursement from DEMA to COF for expenses incurred under this agreement shall not exceed the annual budget for treatment of 1000 acres. A budget that reflects the current estimated amount of acres ready for burning during the

following burn season as well as RBF acres will be submitted within the first quarter of each fiscal year.

VI) Designated Officer and Authority – Authority to enter into this Agreement is Karen Ingram, Procurement Manager, DEMA: Authority for COF is Gerald W. Nabours, Mayor.

VII) Financial Reporting Requirements

1. The budget for the Fall 2016 burn season is included as Exhibit 1.
2. The budget for each calendar year will be provided annually based on need.
3. COF shall submit invoices for payment on a cost reimbursement basis within 30 days of any prescribed fires and/or training events.
4. The closeout audit shall be conducted in accordance with the Single Audit Act of 1984, Public Law 98-502, 98 Stat 2327 (1984; codified at 31 V.S.C., 7501-7507).

VIII) Program Performance Requirements

This agreement shall remain effective until December 31, 2021. The costs primarily follow the amount of personnel time spent on the project, and the equipment and supplies necessary to complete the proposed tasks.

All COF-FD work and products shall be prepared under the direction of the Wildland Fire Management Officer COF-FD or his designee. The majority of the work to be performed is implementation of burn plans and shall be conducted by COF-FD Wildland Fire Management staff, assisted by other qualified personnel as required for each specific operation.

IX) General Provisions

Uniform Terms and Conditions

1 *Definition of Terms.* As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 “*Attachment*” means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 “*Contract*” means the combination of the Specifications, including the Uniform Terms and Conditions, and Statement or Scope of Work; any Exhibits, the Offer and any Best and Final Offers; and any Contract Amendments.

1.3 “*Contract Amendment*” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 “*Contractor*” means any person who has a Contract with the State.

1.5 “*Days*” means calendar days unless otherwise specified.

1.6 “*Exhibit*” means any item labeled as an Exhibit or placed in the Exhibits section of the Agreement.

1.7 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 “*Materials*” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 “*Procurement Officer*” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 “*Services*” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 “*State*” means the State of Arizona and Department of Emergency and Military Affairs.

1.13 “*State Fiscal Year*” means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

2.1 Arizona Law. Arizona law applies to this Contract/Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Uniform Terms and Conditions;

2.3.2 Statement or Scope of Work;

2.3.3 Specifications;

2.3.4 Attachments;

2.3.5 Exhibits;

2.3.6 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the

Procurement Manager or Contract Officer for Emergency and Military Affairs, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the

responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the, contractor

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnity') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 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 Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.

11 Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

X) Correspondence and Administration

a. DEMA shall address all correspondence and notices relative to this Agreement to the attention of:

Stacey Breechler-Knaggs, Grants Manager
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001
Telephone: (928) 213-2227
Fax: (928) 213-2599 _____
e-mail: sknaggs@flagstaffaz.gov

b. COF shall address all correspondence and notices relative to this Agreement to the attention of:

xxxx
DEMA-RMC
AZ Department of Emergency and Military Affairs
5636 E. McDowell Road
Phoenix, AZ 85008-3495
Telephone: (602) 267-2675
Fax: (602) 237-2576
e-mail:

c. The representative for DEMA to serve as point of contact for the administration of the scope of work is:

Bryan Zebrowski
Arizona Department of Emergency and Military Affairs
Camp Navajo
P.O. Box 16123
Bellemont, AZ 86015-6123
Telephone: (928) 773-3309
Fax: (928) 773-3271
e-mail: bryan.zebrowski@fmo.azdema.gov

d. The representative for the COF-FD to serve as point of contact for the administration of the scope of work is:

Paul Summerfelt
Wildland Fire Management Officer
Flagstaff Fire Dept
211 W. Aspen
Flagstaff, AZ 86001
Telephone: (928) 213-2509
Fax: (928) 213-2599
e-mail: psummerfelt@flagstaffaz.gov

XI) Entire Agreement

This agreement constitutes the entire Agreement between the parties and no waiver of any right, agreement, or conditions herein and no modifications hereof shall be binding upon either of the parties hereto unless made in writing and signed by both parties.

<u>OPERATION</u>	<u>ITEM</u>	<u>ITEM</u>		<u>\$/Acre</u>	<u>TOTAL \$</u>
Prescribed Fire	Personnel	FMO (1)		\$ 5.00	\$ 3,027.50
		WFM Staff (2)		\$ 9.00	\$ 5,449.50
		Crew Supervisor (1)		\$ 7.00	\$ 4,238.50
		Crew Staff (2)		\$ 12.00	\$ 7,266.00
		WFM Crew		\$ 12.00	\$ 7,266.00
	Commodities	Fuel		\$ 3.00	\$ 1,816.50
		Misc Equip & Supplies		\$ 2.00	\$ 1,211.00
	Deliverable (Acres)	605.5			
	SUBTOTAL			\$ 50/acre	\$ 30,275.00
Indirect (%/100)		0.099		---	\$ 2,997.23
		Total Average Annual Cost			\$33,272.23



ARIZONA STATE CONTRACT PURCHASE ORDER

Purchase Order No.: DEMA16-124502
Organizational Reference No.: PO0000078656
Issued: 02/16/2016

V E N D O R	Vendor Number: 000011618 CITY OF FLAGSTAFF 211 W ASPEN AVE FLAGSTAFF, AZ 86001
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S H I P T O	Arizona Department of Emergency and Military Bruce Buttrey 1 Hughes Avenue, Bldg. #15 Bellemont,, AZ 86015 US Email: DoNotReply@azdema.gov (602) 717-3370
B I L L T O	MAIL INVOICE IN DUPLICATE TO: Arizona Department of Emergency and Military State of Arizona DEMA State Accounting Office Attn: Christa Lewis 602-267-2992 5645 E. McDowell Road, #M5800 Phoenix, AZ 85008-3495 US Email: AP@azdema.gov (602) 267-2992

Title: FY16EN-Prescribed Fire Operations and Training Project.
(M10-0001)

The following documents make up the Contract and are incorporated herein by reference.

DEMA Purchase Order Terms and Conditions
Camp Navajo_SOW Prescribed Burn Training and Operations_2016.doc
Contract amendment one contract Ext to March 30 2016.pdf

O P E N M A R K E T I N S T R U C T I O N S	Open Market Instructions TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.
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Solicitation (Bid) No.:				Payment Terms:		
				Shipping Terms:		
				Delivery Calendar Day(s) A.R.O.: 0		
Item	Class-Item	Requisition	Quantity	Unit	Unit Price	Total
1	Class-Item 963-43 For Flagstaff Fire Department to assist Camp Navajo staff with preparation of a Burn Plan and prescribe fire/slash burning operations for 767 acres and to provide prescribed fire and wildland fire suppression training for AZDEMA personnel in accordance with task assignment scope of work, this project will be expired December 31, 2016. FOR DEMA/FMO INTERNAL USE ONLY. Project #AZ655060049. AMSCO: 131G53.34. POC for Purchase Order: Hannah Telle 602-717-3318. POC for Receiving Reports: Sue Crudup 602-629-4210. POC for Purchase Change Order: Sue Crudup 602-629-4210.		1.00	EA	\$ 33,280.00	\$ 33,280.00
		LN/FY/Account Code	Dollar Amount			
		1/16/2016--15334--ARMY--MA2002--	\$ 33,280.00			
		MA20001-6299---7000--50002--FFY 16-				
		15334-----MAA				

TOTAL: \$ 33,280.00

Approved By: Kathy Eastep

Phone No.: (602) 267-2763

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Paul Summerfelt, Wildland Fire Manager
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Approval of Contract: Intergovernmental Agreement - Wildfire Crew Operability.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement, Wildfire Crew Operability - with:
1) Summit Fire And Medical District, and
2) Ponderosa Fire District

Executive Summary:

This Intergovernmental Agreement (IGA) facilitates joint Wildland Fire Crew operations between Flagstaff Fire Dept and, respectfully, Summit Fire & Medical District and Ponderosa Fire District. Specifically, it enhances the ability for crews/personnel from each Dept to work cooperatively together in the areas of wildfire suppression, hazard mitigation, and public outreach.

Financial Impact:

The IGA is meant to be cost-neutral. Either one party is provided full-cost reimbursement for services rendered to the other (should funding be available and identified prior to service delivery) or the two parties exchange services on an hour-for-hour or project-by-project basis. These determinations are to be made, and agreed to, by the two parties before any work/service occurs.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 2) Ensure Flagstaff has a long-term water supply for current and future needs
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 7) Address key issues and processes related to the implementation of the Regional Plan
- 11) Ensure that we are as prepared as possible for extreme weather events.

REGIONAL PLAN:

Environmental Planning & Conservation – Vision for the Future: *In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.*

Policy E&C.3.3 – Invest in forest health and watershed protection measures.

Policy E&C.6.1 – Encourage public awareness that the region’s ponderosa pine forest is a fire-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. Council did, however, in 2015 approve a Mutual Aid IGA with Fire Departments in our area.

Options and Alternatives:

.Three exist:

1. **Approve** the IGA, thereby permitting exchange of wildland fire related services among the entities for the mutual benefit of all involved.
2. **Pass** on the IGA, and seek different terms/conditions for later consideration.
3. **Reject** the IGA thereby continuing the current practice of each entity undertaking their respective activities unto themselves.

Background/History:

Each entity has trained and available wildland crew personnel. Each, at times, is faced with staffing issues, operational deadlines, or emerging opportunities which can be a challenge to address. This IGA allows us to merge work forces with our partners when necessary in order to meet needs and achieve success. The effort, and the accomplishments, will allow us in a collaborative way to educate our publics, manage our forests to prevent loss from destructive wildfire and insect infestations (thereby protecting our communities), and work together seamlessly to suppress wildfires.

Key Considerations:

This IGA facilitates a regional approach among area Fire Departments to address the issue of forest health and wildland fire. By combining forces for specific activities, we can improve our respective capabilities and the delivery of needed services in a timely manner.

Expanded Financial Considerations:

Unlike a true Mutual-Aid agreement, which is typically limited in terms of time and/or scope-of-services, this IGA allows us to undertake joint projects on a reimbursable basis, either via payment (\$) for work requested/rendered, or by exchange of time/services.

Community Benefits and Considerations:

Completion of the joint public outreach/education efforts, forest treatment work, or suppression measures undertaken as a result of this IGA will protect homes and neighborhoods, recreational opportunities, and wildlife habitat, promote forest resiliency and sustainability, and ensure safe, effective, suppression actions.

Community Involvement:

Consult & Involve – The joint operations undertaken as a result of this IGA 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.

Empower - The work that occurs will adhere to guidelines established in the Greater Flagstaff Area Community Wildfire Protection Plan (City & County - 2005: updated in 2012), is consistent with forest treatments designed and implemented by the Greater Flagstaff Forests Partnership (1999-present) and

After recording, return to:

Original

City Clerk
Flagstaff City Hall
211 W. Aspen Avenue
Flagstaff, AZ 86001

**INTERGOVERNMENTAL AGREEMENT
WILDFIRE CREW OPERABILITY
between
City of Flagstaff
and
Summit Fire and Medical District**

This intergovernmental agreement (“Agreement”) is entered into this 21 day of September, 2016, between the City of Flagstaff (“CITY”), an Arizona municipal corporation, with offices at 211 West Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Fire Department (“DEPARTMENT”), and the Summit Fire & Medical District (the “DISTRICT”), a political subdivision of the State of Arizona, created pursuant to A.R.S. §48-261, with offices at 8905 Koch Field Rd, Flagstaff AZ 86004, Coconino County, Arizona. DISTRICT and the CITY may be referred to as a Party or, collectively, as the Parties in this Agreement.

RECITALS

A. The DISTRICT, a political subdivision formed pursuant to A.R.S. § 48-261, and the CITY through its Wildland Fire Management Duties of the Flagstaff Fire DEPARTMENT seek to join resources as needed to suppress/manage wildfires and to conduct joint wildfire hazard mitigation and public education projects to promote and achieve resilient natural landscapes, protected communities, and safe/effective fire suppression.

B. The PARTIES represent they are a duly constituted fire department, or fire district authorized to provide fire protection services.

C. The PARTIES may have the capability to respond to and suppress fires, and conduct hazard mitigation and public education projects.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Duration and Termination of Agreement.

1.1 This Agreement shall become effective upon execution by the parties as a pilot project and shall be in effect for 3 (or 5) years with renewal based upon mutual agreement of the PARTIES.

1.2 The PARTIES may terminate this agreement upon providing thirty (30) days notice to the other party of the intent to terminate.

2. Obligations

2.1 Personnel. PARTIES are responsible for training and certifying their crew members in compliance with the National Wildfire Coordinating Group Standards and applicable State standards. Parties are responsible for the supervision and leadership of their own crew members.

2.2 Equipment PARTIES are responsible for providing their crews with their own Personal Protective Equipment, along with any other specific items required, to be used in the suppression of wildfires and in hazard mitigation projects.

2.3 Fire Suppression PARTIES agree to mutually assist each other in the suppression of wildland fires that threaten forests, rangelands, watersheds, and communities either within their respective jurisdictions and/or if called upon by the Arizona State Forestry Division to assist in fire suppression of wildland fires pursuant to the Arizona State Forestry Division Cooperative Intergovernmental Agreement. If called upon to assist under the State Forestry Cooperative Agreement the DEPARTMENT will seek reimbursement from the State and in turn the DEPARTMENT will reimburse the DISTRICT upon presentation of the appropriate documentation to meet invoice/reimbursement requirements. PARTIES agree to respond and assist each other in fire suppression efforts depending on staffing levels, the nature of the event, and local demands and/or events occurring in their own locale.

2.4 Hazard Mitigation and Public Education PARTIES agree to mutually assist one another in hazard mitigation and public education projects in the Northern Arizona Region on an hour for hour exchange of services or for compensation as agreed upon beforehand by both parties if funds available and an exchange is not workable.

3. Mutual Indemnification

3.1 Except as provided below and to the extent permitted by law, each party to this Agreement (as "Indemnitor") agrees, to defend, indemnify, and hold harmless the other parties, and such party's officers, officials, employees, agents, and directors (collectively, "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appellate appeal) herein referred to as "Claims", which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom the Indemnitor may be legally liable, in the performance of this Agreement.

4. Employment Status

4.1 PARTIES to this agreement will be solely responsible for the acts and omissions of its officers, agents, servants and employees. Each party is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

4.2 PARTIES will operate as an independent entity and none of the employees of the one are considered employees of the other. Employees of either the CITY/DEPARTMENT or the DISTRICT working under this agreement are not eligible for the other's group health insurance or any other benefits.

4.3 PARTIES will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

5. Dispute Resolution

5.1 Litigation and Attorneys Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

6. General Provisions

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

6.2 Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the recording by the County Recorder.

6.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, either the CITY or DISTRICT may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.

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

6.5 Non-Discrimination. The Parties shall comply with the provisions of Arizona Executive Order 2009-09 which is incorporated by reference as if fully set forth in this Agreement.

6.6 Compliance with Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. Sec. 41-4401, each Party warrants to the other Party that the warranting Party and its subcontractors, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. Sec. 23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other Party or any subcontractor who works on this Agreement to ensure compliance with this warranty.

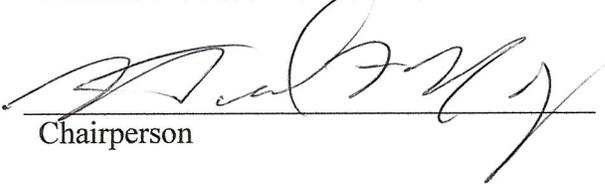
6.7 Compliance with All Laws. Both Parties will comply with all applicable Federal, State, County and City laws, regulations and policies.

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

City of Flagstaff

Summit Fire & Medical District

Gerald W. Nabours, Mayor

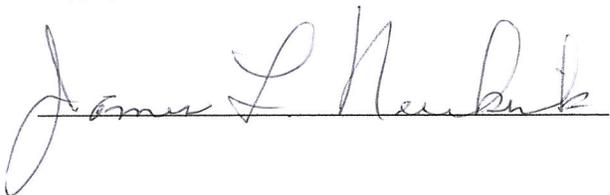


Chairperson

Attest:

Attest:

City Clerk



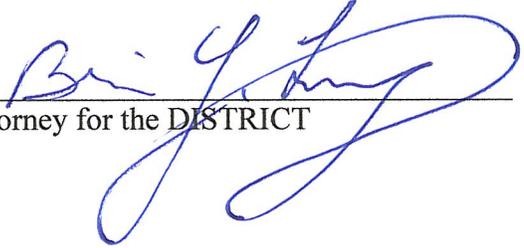
Attorney's Approval:

Approved, pursuant to A.R.S. § 11-952(D), as being in proper form and within the powers and authority granted under the laws of this State.

City Attorney

Attorney's Approval:

Approved, pursuant to A.R.S. § 11-952(D), as being in proper form and within the powers and authority granted under the laws of this State.



Attorney for the DISTRICT

After recording, return to:

City Clerk
Flagstaff City Hall
211 W. Aspen Avenue
Flagstaff, AZ 86001

**INTERGOVERNMENTAL AGREEMENT
WILDFIRE CREW OPERABILITY
between
City of Flagstaff
and
Ponderosa Fire District**

This intergovernmental agreement (“Agreement”) is entered into this 8th day of September, 2016, between the City of Flagstaff (“CITY”), an Arizona municipal corporation, with offices at 211 West Aspen Avenue, Flagstaff, Arizona, on behalf of the Flagstaff Fire Department (“DEPARTMENT”), and the Ponderosa Fire District (the “DISTRICT”), a political subdivision of the State of Arizona, created pursuant to A.R.S. §48-261, with offices at 11951 W. Shadow Mountain Dr. Coconino County, Arizona. DISTRICT and the CITY may be referred to as a Party or, collectively, as the Parties in this Agreement.

RECITALS

- A. The DISTRICT, a political subdivision formed pursuant to A.R.S. § 48-261, and the CITY through it’s the Wildland Fire Management Duties of the Flagstaff Fire DEPARTMENT seek to join resources as needed to suppress/manage wildfires and to conduct joint wildfire hazard mitigation and public education projects to promote and achieve resilient natural landscapes, protected communities, and safe/effective fire suppression.
- B. The PARTIES represent they are a duly constituted fire department, or fire district authorized to provide fire protection services.
- C. The PARTIES may have the capability to respond to and suppress fires, and conduct hazard mitigation and public education projects.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Duration and Termination of Agreement.

1.1 This Agreement shall become effective upon execution by the parties as a pilot project and shall be in effect for 3 (or 5) years with renewal based upon mutual agreement of the PARTIES.

1.2 The PARTIES may terminate this agreement upon providing thirty (30) days notice to the other party of the intent to terminate.

2. Obligations

2.1 Personnel. PARTIES are responsible for training and certifying their crew members in compliance with the National Wildfire Coordinating Group Standards and applicable State standards. Parties are responsible for the supervision and leadership of their own crew members.

2.2 Equipment PARTIES are responsible for providing their crews with their own Personal Protective Equipment, along with any other specific items required, to be used in the suppression of wildfires and in hazard mitigation projects.

2.3 Fire Suppression PARTIES agree to mutually assist each other in the suppression of wildland fires that threaten forests, rangelands, watersheds, and communities either within their respective jurisdictions and/or if called upon by the Arizona State Forestry Division to assist in fire suppression of wildland fires pursuant to the Arizona State Forestry Division Cooperative Intergovernmental Agreement. If called upon to assist under the State Forestry Cooperative Agreement the DEPARTMENT will seek reimbursement from the State and in turn the DEPARTMENT will reimburse the DISTRICT upon presentation of the appropriate documentation to meet invoice/reimbursement requirements. PARTIES agree to respond and assist each other in fire suppression efforts depending on staffing levels, the nature of the event, and local demands and/or events occurring in their own locale.

2.4 Hazard Mitigation and Public Education PARTIES agree to mutually assist one another in hazard mitigation and public education projects in the Northern Arizona Region on an hour for hour exchange of services or for compensation as agreed upon beforehand by both parties if funds available and an exchange is not workable.

3. Mutual Indemnification

3.1 Except as provided below and to the extent permitted by law, each party to this Agreement (as "Indemnitor") agrees, to defend, indemnify, and hold harmless the other parties, and such party's officers, officials, employees, agents, and directors (collectively, "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appellate appeal) herein referred to as "Claims", which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom the Indemnitor may be legally liable, in the performance of this Agreement.

4. Employment Status

4.1 PARTIES to this agreement will be solely responsible for the acts and omissions of its officers, agents, servants and employees. Each party is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

4.2 PARTIES will operate as an independent entity and none of the employees of the one are considered employees of the other. Employees of either the CITY/DEPARTMENT or the DISTRICT working under this agreement are not eligible for the other's group health insurance or any other benefits.

4.3 PARTIES will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

5. Dispute Resolution

5.1 Litigation and Attorneys Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

6. General Provisions

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

6.2 Integration; Modification. Each party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the recording by the County Recorder.

6.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, either the CITY or DISTRICT may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.

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

6.5 Non-Discrimination. The Parties shall comply with the provisions of Arizona Executive Order 2009-09 which is incorporated by reference as if fully set forth in this Agreement.

6.6 Compliance with Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. Sec. 41-4401, each Party warrants to the other Party that the warranting Party and its subcontractors, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. Sec. 23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other Party or any subcontractor who works on this Agreement to ensure compliance with this warranty.

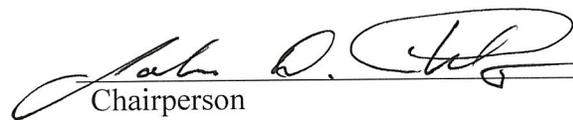
6.7 Compliance with All Laws. Both Parties will comply with all applicable Federal, State, County and City laws, regulations and policies.

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

City of Flagstaff

Ponderosa Fire District

Gerald W. Nabours, Mayor



Chairperson

Attest:

Attest:

City Clerk



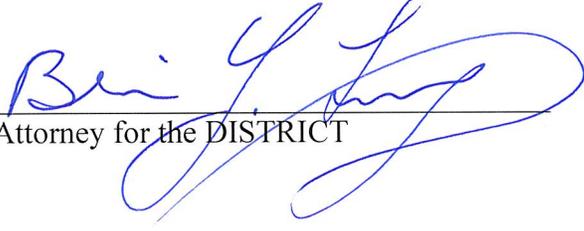
Attorney's Approval:

Approved, pursuant to A.R.S. § 11-952(D), as being in proper form and within the powers and authority granted under the laws of this State.

City Attorney

Attorney's Approval:

Approved, pursuant to A.R.S. § 11-952(D), as being in proper form and within the powers and authority granted under the laws of this State.



Attorney for the DISTRICT

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Mark Cesare, Library Information Technology Manager

Co-Submitter: Heidi Holland

Date: 10/24/2016

Meeting Date: 11/01/2016



TITLE:

Consideration and Approval of Sole Source Contract: Library Radio Frequency Identification (RFID) Project; Contract Number 1506849 with Tech Logic Corporation.

RECOMMENDED ACTION:

Approve the purchase agreement with Tech Logic Corporation for a library RFID system.

Executive Summary:

This RFID system will be used to convert the existing collection, at both the Downtown and the East Flagstaff Libraries, from barcode tags to RFID tags, replace the automated self-check-out kiosks to more current technology aligning with RFID, implement automated self-check-in/intelligent return, and procure RFID inventory readers. The advancement to RFID technology is synonymous with the library's move from a card catalog to an online catalog which will create a comparable community impact because of the timeliness and accuracy of the system.

Community benefits from using RFID:

- RFID system should result in shorter lines and speedier check-out with more powerful self-service options.
- RFID "smart gates" provide real-time security alarm data, creating a friendlier staff-patron interaction when handling security incidents.
- New self-check-out kiosks will be more accessible and ADA compliant for all patrons.
- RFID automation will reduce the number of staff hours spent checking-in and sorting returned library materials. Not only does this get library materials back on the shelf faster, this also reduces the potential for repetitive stress injuries.
- Those freed-up staff hours may be reallocated to other library services, including assistance to people seeking employment (computer skills/training, resume help, and finding job resources)
- Staff would spend more time enhancing outreach and educational initiatives (tourism, Job Help, STEM, etc.).

RFID technology will streamline process/workflow congestion in materials check-out and check-in mechanisms, which are cornerstones of library services. In part this means fewer people waiting in line at the circulation desk; it also means a faster turn-around time for checked-in materials to become available for the next person. RFID technology offers the library an opportunity to continue meeting the ever increasing demand for services while minimizing the need for additional staff hours. In addition to the circulation benefits, RFID also provides new opportunities in the areas of customer service, collection management, collection security, and risk management.

Financial Impact:

The library has been saving money for quite some time to do several projects at the libraries. We have created a master plan that includes three phases for enhancements we need at both libraries. The Phase one FY2017 budget (account 030-07-035-0140-5-4435) is \$621,735. Of this budget, we budgeted \$450,000 for the purchase of this Radio Frequency Identification (RFID) system.

Due to diligent negotiations with Tech Logic Corporation, we were able to reduce the original RFID sole source contract quote from an initial estimate of \$625,000 to \$450,000, basically including the Eastside library's system for free.

The FY2017 City's General Fund contribution for Phase one projects is \$7,735.

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
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
- 10) Support and assist the most vulnerable

REGIONAL PLAN:

- Policy CC.5.1. Promote first class arts, research, and educational facilities
- Policy PF.2.3. Provide accessible public facilities and services in strategic locations.
- Policy ED.2.3. Encourage efforts to provide a full range of high-quality educational opportunities for life-long learning for all residents.
- Policy ED.2.4. Promote science, technology, engineering, mathematics, liberal arts, and entrepreneurship education at all levels

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the purchase agreement with Tech Logic Corporation for a library RFID system..
2. Approve RFID at the downtown library only. In this case, we'd lose the excellent pricing we've garnered from intensive negotiations with Tech Logic Corporation.
3. Do not approve the Library RFID Project contract with Tech Logic Corporation. In this case, the library would continue using the older, less efficient barcode technology to identify and track circulating materials

Community Involvement:

Inform

-
- Attachments:** [Tech Logic RFID Contract](#)
 [Tech Logic RFID Contract - Exhibit A](#)
 [Tech Logic RFID Contract - Exhibit B](#)
 [Tech Logic RFID Contract - Exhibit C](#)
 [Tech Logic RFID Contract - Exhibit E](#)

Tech Logic RFID Contract - Exhibit F

Tech Logic RFID Contract - Exhibit G

Tech Logic RFID Contract - Exhibit H

Tech Logic RFID Contract - Exhibit I

Tech Logic RFID Contract - Exhibit J

Tech Logic RFID Contract - Exhibit K

Tech Logic RFID Contract - Exhibit L

Tech Logic RFID Contract - Exhibit M

Library RFID Project PowerPoint

Sole Source Justification

Sole Source Attachment

Tech Logic Corporation

Tech Logic System

This CONTRACT FOR TECH LOGIC SYSTEM (hereinafter referred to as the “**Agreement**”), is made and entered into on the date of execution, by and between the City of Flagstaff, a political subdivision of the State of Arizona (hereinafter referred to as the “**City**”), and Tech Logic Corporation, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter referred to as “**Tech Logic**”).

THE PARTIES RECITE AND DECLARE THE FOLLOWING:

1. The City desires and hereby requests that Tech Logic design, construct and install a Tech Logic System at the Flagstaff City-Coconino County Public Library located at 300 West Aspen Avenue, Flagstaff, AZ 86001 and at the Flagstaff East Community Library located at 3000 North Fourth Street #5, Flagstaff, AZ 86004 (“**Library Locations**”), to receive, convey, sort and/or deliver books and other materials to and from locations within the Library Locations, install RFID based Self Check-Out Systems and NX Series Security Gates, as required under this Agreement.
2. Tech Logic represents that it possesses the skill, experience, knowledge and qualifications to design, develop, install and implement a Tech Logic System as required by this Agreement.

NOW, THEREFORE, in consideration of the herein above recitals, and the amounts to be paid, and of the mutual promises, representations, warranties, covenants and agreements hereinafter stated, and upon the terms and subject to the conditions hereinafter set forth, THE PARTIES AGREE AS FOLLOWS:

Article 1: Definitions

The following terms and phrases shall have, for the purposes of this Agreement, the meanings set forth below, unless a different meaning is clearly required by the context.

- 1.01 “**Agreement**” means this Contract for the Tech Logic System and all attachments, Exhibits and Addendums incorporated herein, including all modifications, amendments and Change Orders executed in accordance with the requirements set forth herein.
- 1.02 “**Change Order**” means a written order for any change in the goods or services to be provided under this Agreement which increases or decreases the total Contract Price to be paid by City hereunder, which Change Order shall be in the form of the Change Order attached hereto as Exhibit E.
- 1.03 “**Effective Date**” means the date on which this Agreement is finally executed by all required signatories.
- 1.04 “**ILS**” means the City’s current Integrated Library System for tracking, recording and accounting for the location, lending and return of library materials, as the system is existing on the date of execution of this Agreement, and as the same may, from time to time, be modified or enhanced.
- 1.05 “**Library Automation Vendor**” or “**LAV**” means a supplier of computer software capable of processing and recording the City’s materials lending activities, including book check-out and check-in.
- 1.06 “**Manufacturing Design**” means the final design for manufacture of the Tech Logic System. The drawings in the Manufacturing Design serve as the “blueprint” for the manufacture and assembly of the system component parts. The Manufacturing Design, depending on the jurisdiction, may need to be

certified by an engineer licensed in the State and/or the municipality of the location of the City as complying with all applicable requirements of the Building Code as adopted by the State and/or municipality of the location of the City, including all engineering calculations for seismic restraints.

- 1.07 “**Notice of Completion**” means Tech Logic’s written Notice of Completion to the City that installation has been completed and is ready for testing by City, which Notice of Completion shall be in the form of the Notice of Completion attached hereto as Exhibit F.
- 1.08 “**Notice of Shipment**” means the City’s written Notice of Shipment informing Tech Logic that the City is prepared to receive the Tech Logic System, which Notice of Shipment shall be in the form of the Notice of Shipment attached hereto as Exhibit L.
- 1.09 “**NX Series Security Gates**” refers to the inventory system security pedestals.
- 1.10 “**Project Manager**” means the individual designated, as such by Tech Logic, having substantial knowledge and experience with respect to all aspects of the Tech Logic System development, manufacture, installation and testing, including but not limited to the machinery, software, engineering, hardware and related theories utilized in the design, development, installation, testing and operation of the System.

The intent of Tech Logic is to designate one (1) individual to be the Project Manager throughout the term of this Agreement. Tech Logic shall advise the City of the name of such individual within ten (10) days of the Effective Date.

- 1.11 “**RFID**” means Radio Frequency Identification, which is a method of identifying or detecting data stored on a microchip with an antenna, and which method is more fully defined in Exhibit B attached hereto.
- 1.12 “**Tech Logic System**” or “**TLS**” means a system and encompasses the entire product line as offered by Tech Logic to its customers, including, but not limited to, RFID or barcode check-in or check-out systems, book drops and delivery systems, storage systems, sorting systems, branch distribution systems, patron reserve systems, gate inventory systems, and computer systems that are designed, manufactured or otherwise developed for the library industry.

The specific reference to the TLS under this Agreement means only such hardware, software, and material components purchased by the City under this Agreement as set forth in Exhibit C, and as may be amended from time to time pursuant to a Change Order.

Article 2: Statement of Work

- 2.01 **The TLS.** The TLS shall be designed by Tech Logic, after consultation with City, and shall be manufactured and installed in accordance with the plans and specifications contained in Exhibit A “System Layout Drawings and Components.” The work shall be performed in a workmanlike and commercially reasonable manner.
- A. *Manufacturing Design - TLS.* Commencing on the Effective Date, Tech Logic shall complete the TLS Manufacturing Design, based on the Plans contained in Exhibit A, “System Layout Drawings and Components,” and designed to achieve the functionality described the Description of Functionality of TLS. Upon completion and approval by the City, a written Notice of Completion of

the Manufacturing Design for the TLS shall be delivered to the City, which Notice shall specify Tech Logic's estimated date of testing by Tech Logic.

B. *Shipment.* Tech Logic shall not ship the TLS until it receives a written Notice of Shipment from the City as attached in Exhibit L. Shipment of the components shall be FOB Destination, Prepaid and Allowed. In an event that an outside shipping firm is utilized, all shipment charges shall either be forwarded to the City for direct payment or shipped collect to be paid for by the City on delivery. At the discretion of Tech Logic, Tech Logic may elect to deliver the entire TLS or any portion thereof via Tech Logic's own means. If Tech Logic elects to use its own means, such shipment shall be at no cost to the City.

C. *Delivery.*

1. General. Delivery of all components of the TLS shall be made to a location mutually agreed to by the parties in advance. Tech Logic shall coordinate delivery of all components with the City.
2. Storage. The City shall provide safe enclosed storage of all components of the TLS. Should storage of the TLS at the site be unavailable, the components of the TLS shall be delivered to a storage space designated by the City, and the City shall be both physically and financially responsible for delivery of all components of the TLS from such storage space to the City for installation. Alternately, City may employ Tech Logic for storage of the TLS, as provisioned for in this Agreement.

2.02 **Installation and Testing.**

A. *Pre-Shipment Factory Testing.* Tech Logic shall assemble and test the TLS prior to shipment to the City. The City may elect to attend each system test at the City's expense, provided, however, that the failure of the City to attend such test shall not constitute the City's acceptance of the TLS.

B. *Installation.* The TLS shall be installed at the Library Locations by Tech Logic and its agents in one or more phase(s) at the sole discretion of Tech Logic, during the hours of 7am-9pm MST time, with the first phase of installation within a reasonable period time of the delivery of the TLS to the Library Locations. Installation of all components of the TLS purchased hereunder will be made with the reasonable assistance of City and its agents as provided in Article 3. Tech Logic shall assist the City in any technical conversations with the LAV regarding the interface of the TLS software with the ILS.

Tech Logic shall be responsible for providing all lifts, scaffolding, tools and other needed equipment as required to install all TLS components. It shall be the responsibility of Tech Logic to familiarize itself with the installation site(s) and to make arrangements for all necessary equipment and tools.

C. *Notice of Completion of Installation.* Following the installation of the TLS, Tech Logic shall notify City that all TLS components for that part of the system are installed at the Library Locations and running under permanent power by delivering Exhibit F, "Notice of Completion and Acknowledgment" ("Notice of Completion") to City.

D. *Testing and Correction Following Installation.* Upon completion of the training described in Section 2.03 for each component of the TLS, City shall have twenty one (21) business days to test the newly installed components, and, if necessary, complete Exhibit G, "Notice of Corrections," which shall include an itemized list of corrections, if any, and submit the Notice of Corrections to Tech Logic for review and corrective action. Upon receipt of the Notice of Corrections, at its expense, Tech Logic

shall repair, replace, reprogram and/or otherwise remedy the corrections to the City's reasonable satisfaction within fifteen (15) business days of receipt of the Notice of Corrections.

- E. *City's Acknowledgment of Notice of Completion.* Within ten (10) business days after Tech Logic has completed the corrections identified in the Notice of Corrections to the reasonable satisfaction of the City, the City shall execute and deliver to Tech Logic a Notice of Completion, acknowledging that all TLS components for that part of the system are installed at the Library Locations and running under permanent power. If City does not deliver a Notice of Corrections within the twenty-one (21) day period described in Section 2.02D, then the TLS shall be deemed complete, correct, and fully operational in all respects, and the Notice of Completion shall itself serve as a Notice of Completion without City's execution thereof.

2.03 **Training.** In addition to the onsite training described in this Section, Tech Logic shall train system managers and operators through its customer support service as provided herein.

- A. *Maintenance and Operating Manuals.* Not later than the effective date of this Agreement, Tech Logic shall provide City with the Maintenance and Operating Manuals ("Manuals") that shall include mechanical, electrical and program design documentation for the City to adequately test, troubleshoot and maintain the TLS.
- B. *System Training.* Tech Logic shall provide personnel onsite at the City to train City staff on the operation and maintenance of the TLS as described in Exhibit C, "System Pricing, Component Description and Contract Amendment Schedule." Tech Logic and City shall negotiate a mutually agreeable training period. Any agreement regarding a training period does not release the City from making its timely final payment as described in Article 9 of this Agreement.

Tech Logic shall perform the training services in a timely and professional manner by capable and qualified trainers. The City shall incur no additional costs from Tech Logic for delays in technical implementation and training services within the control of Tech Logic.

Additional training will be provided at a rate of \$1,500.00 per day, plus travel expenses, for each additional day, if requested by City in a Change Order.

2.04 **Application of Contract to Components Subsequently Purchased.** The TLS may or may not include all system components that Tech Logic offers or that the City may need as a finished materials handling system. Tech Logic however represents that even without all available options, the TLS will meet the functionality standards contained in Exhibit B, and that it can adjust the TLS to add system components at any time in the future.

The City shall have the right, but shall not be obligated, to purchase system components at any time, or from time to time, within one (1) year following City's execution of the Acknowledgment of the Notice of Completion for the TLS at the current prices, and subject to the following:

- A. *Increased Costs.* Except as expressly provided for in this Agreement, no price increases will be approved.
- B. *Change Order.* All terms and conditions shall be stated in a Change Order signed by both parties, and shall be subject to current pricing and to Section 9.04.
- C. *Schedule.* The parties shall agree on the schedule for manufacture, delivery and installation of all subsequent purchases, which Project Schedule shall be in the form of the Project Schedule attached

hereto as Exhibit H.

In any event, during the course of this agreement, the City shall receive the lowest pricing that Tech Logic offers to any other customer. Except as otherwise stipulated herein or agreed by the parties, the provisions of this Agreement shall apply to the design, construction, installation, testing, training and support of, and in all other matters related to the TLS.

Article 3: Obligations of City

3.01 **Acceptance of Risk and Storage of TLS Components.** City shall provide safe and enclosed storage of all TLS components until Tech Logic is onsite for installation in accordance with section 2.01 C (2), supra. Except for damage caused by Tech Logic's agents, City shall bear all risk of loss and damage of TLS components from and after delivery at the location designated by City.

3.02 **City's Responsibilities for Installation.**

- A. *Interface with ILS.* If the TLS requires an interface with the City's ILS, the City shall be responsible for purchasing and/or contracting with the City's LAV for a connection that will allow the TLS software to interface with the ILS. City shall provide remote access to ILS and SIP server for testing capability. All connections required by this Section 3.02 will be made in accordance with Tech Logic's schedule for installation.
- B. *Electrical and Mechanical Work.* City shall hire, at its own expense, an electrical and mechanical contractor to wire power to the TLS, to provide "Unistrut" installation where applicable and shall provide millwork necessary for installation of Self Check-Out System components, as described in Exhibit A.
- C. *Availability of Facilities.* The City shall provide adequate work space and storage space at the City to facilitate the performance of services by Tech Logic during the installation of the TLS for up to four (4) of Tech Logic's personnel, subject to the following conditions:
 - 1. Tech Logic personnel shall have continuously free and unobstructed access to all areas in which components are to be installed. Any delay during installation of the TLS resulting from action or inaction of parties other than Tech Logic personnel themselves, as determined in the sole discretion of Tech Logic, shall constitute an obstruction.
 - 2. Additional labor shall be paid by City to Tech Logic at a rate of \$200.00 per hour per Tech Logic personnel, or \$2,000.00 per day per Tech Logic personnel, for any obstruction while such obstruction exists as determined in the sole discretion of Tech Logic, plus any associated travel expenses incurred by Tech Logic. Such payments for additional labor shall be due and paid by City within ten (10) days of each occurrence of an obstructed installation.
 - 3. City is particularly aware that when installing system components, Tech Logic personnel must be free to work in conjoined linear paths, installing conveyor sections end-to-end, without having to move operations to other areas.
 - 4. Any interruption in the installation schedule that is not attributable to Tech Logic and which develops into non-workable days shall be fully paid by City within thirty (30) days of invoice thereupon. City's and Tech Logic's project managers/supervisors will jointly decide whether economics would dictate the return of Tech Logic personnel to Minnesota; in either case, any

additional expenses incurred by Tech Logic shall be paid by City within thirty (30) days of invoice thereupon.

- 3.03 **Training and Testing.** City shall fully cooperate with Tech Logic in all installation, testing, and training activities described in Article 2 such that entry of a Notice of Completion is not delayed in any respect thereby.

Article 4: Work Schedule

- 4.01 **Work Schedule.** Within thirty (30) days of the Effective Date, City and Tech Logic shall complete Exhibit H, "Project Schedule," to create a schedule for all work to be completed on the TLS under Article 2. A separate Project Schedule shall be created within thirty (30) days of the execution of a Change Order for the purchase of additional TLS components.
- 4.02 **Delay by City.** City may request a rescheduling of the delivery or installation of any part of the TLS as necessary or convenient to City, provided that:
- A. City's request shall not be made less than forty-five (45) business days prior to the scheduled delivery or installation date;
 - B. Payment obligations of City under this Agreement shall not be delayed in any respect thereby and specifically such request shall not delay payments due under Article 9 hereof or any other provisions of this Agreement specifying payments to Tech Logic;
 - C. City shall fully pay, or reimburse Tech Logic, for commercially reasonable storage charges relative to such rescheduling request at a rate of one-tenth (1/10) of one percent (1%) per week of the total contract price; and
 - D. City may, as an alternative to storage with Tech Logic, elect to take delivery off-site and at a location other than that of Tech Logic, with any storage costs associated therewith being the exclusive responsibility of the City.
- 4.03 **Delay by Tech Logic.** Tech Logic shall not unreasonably delay delivery and installation of any part of the TLS without prior written consent of City, which consent shall not be unreasonably withheld.

Article 5: Tech Logic's Covenants Concerning Staffing & Work Conditions

- 5.01 **Project Manager.** Tech Logic shall designate a Project Manager, within ten (10) days of the Effective Date, for all work to be done hereunder. The Project Manager shall be accountable and accessible to the City at all times regarding performance, progress and completion of all phases of work during the development, manufacturing, installation and testing of the TLS. The Project Manager shall supervise the work of Tech Logic's personnel and those of the Tech Logic's subcontractors, if any. Tech Logic shall provide the City fifteen (15) days written notice of assignment of a new Project Manager.
- 5.02 **Tech Logic's Agents.** In addition to the Project Manager, Tech Logic shall engage, at its own expense and discretion, such other persons as may be necessary in Tech Logic's judgment to fulfill the obligations of Tech Logic herein. Tech Logic agrees that all individuals so engaged shall be properly trained, competent and qualified to perform assigned tasks. Tech Logic may replace any person so engaged provided that such substitute person possesses the qualifications above specified.

- 5.03 **Access to and Use of City's Property.** Tech Logic shall invite only those persons performing tasks for Tech Logic to come upon the Library Locations. Tech Logic shall not bring any property, other than what is required pursuant to the services herein specified, onto any City premises.
- Tech Logic shall not use, suffer or permit the use of the space provided by the City to Tech Logic hereunder, nor any part thereof, in any manner or for any purpose, nor permit anything to be done, brought or kept thereon (including, but not limited to, the installation or operation of any electrical, electronic or other equipment) which, in the reasonable judgment of the City would:
- A. *Delivery of Services.* Impair or interfere in any way with the delivery by the City of services, or the proper and economic heating, air-conditioning, cleaning or other services of the City by, or occasion discomfort, inconvenience or annoyance to, any of the occupants of the City or impair the appearance of the City.
 - B. *Business.* Be prejudicial to the business of the City, or reflect unfavorably on the City.
 - C. *Relationship.* Confuse or mislead the public as to any connection or relationship between the City and Tech Logic.
 - D. *Impairment of Other Work.* Except as agreed in advance between Tech Logic and the City, perform or fail to perform any action that results in the impairment of any work being performed by the City's other agents, consultants or contractors.
- 5.04 **City's Access to Inspect the Work.** Tech Logic shall permit representatives of the City, at reasonable times, to have access to and inspect Tech Logic's installation work of the TLS.
- 5.05 **Cleanliness and Safety.** No rubbish, dirt, tools or other articles, items or things shall be put in the public areas of the Library Locations by Tech Logic, its officers, employees, agents, invitees, partners or contractors. Tech Logic shall at all times keep the Library Locations free from accumulations of waste material or rubbish caused by its employees, agents or contractors or their work; and at completion of the work, Tech Logic shall remove all its tools, equipment and waste, leaving the work area broom clean. Tech Logic shall conduct the work in a safe and orderly manner and shall take every reasonable precaution so as not to allow injury to any person or damage to the Library Locations.
- 5.06 **Action following Termination.** Upon termination of this Agreement, whether by completion of all work or otherwise, Tech Logic shall remove all of its property from the City premises. Any property of Tech Logic, its agents or subcontractors, which remains on City premises more than thirty (30) days after the completion or termination of this Agreement shall be deemed to have been abandoned, and may either be retained by the City as its property or disposed of in such manner as the City deems appropriate.
- 5.07 **Compliance with City's Rules.** Tech Logic shall observe and comply with any reasonable rules which the City has made or may make and communicate hereafter to an extent not inconsistent with this Agreement, at any time in writing, to Tech Logic.
- 5.08 **Direction of Project Manager.** Tech Logic shall cause its employees to cooperate with all directions of the City's project manager while at the City.

Article 6: Change Orders

- 6.01 **When Change Order Required.** No change in the work to be performed hereunder that will increase or decrease the total Contract Price, including but not limited to any change in the TLS layout, design or components made following completion of the final manufacturing drawings, shall be made except by a Change Order. Upon receipt of a duly executed Change Order, Tech Logic shall proceed with the work involved. All work shall be accomplished under the applicable conditions of this Agreement.
- 6.02 **Requirements of Change Order.** Before a Change Order is approved, it shall include all costs directly related to the change, and Tech Logic shall itemize the costs and provide the City appropriate supporting data to establish their correctness. The City shall have the option to decrease the amount or quantity of goods or services to be provided hereunder only if Tech Logic has not irrevocably committed to purchasing such equipment, goods or services.

No Change Order will be effective to change the Contract Price hereunder unless signed by both a qualified representative of the City and Tech Logic. A qualified representative shall have authority to fully bind its party to terms and conditions of this Agreement, and to any additional expenditure under any Change Order.

Article 7: Licenses & Proprietary Rights

- 7.01 **Maintenance and Operating.** Tech Logic's Manuals and software licenses reflect designs and programs, as well as other components, which comprise the TLS as identified herein, and which have been developed by Tech Logic. The TLS and its related designs, programs, components, and operating systems contain proprietary and/or trade secret information owned by Tech Logic and third party vendors who have entered into licensing agreements with Tech Logic. Use of the software and the Manuals in a manner not related to the City's use of the TLS is prohibited.
- 7.02 **Licenses.** Tech Logic hereby grants and licenses to the City the right to use all software that Tech Logic has developed. Tech Logic shall also provide City with all third-party software licenses, if any, necessary to grant the City the right to own and operate the TLS as provided in this Agreement. City shall, however, be subject to the Full Service Agreement as set forth in Exhibit J.
- 7.03 **Use of TLS.** All items comprising the TLS are deemed to be for City as a single user, the City, and may not be resold by City, or its successors in interest, without the express written consent of Tech Logic. Tech Logic does not by this Agreement transfer the right to use any of its proprietary technology, including software and mechanical devices, by City, except for its use in the TLS.
- 7.04 **Tech Logic's Assurances.** Tech Logic represents and warrants that it has the right to enter into this Agreement and grant to the City the right to own and use all software, hardware, machinery, systems and Manuals hereunder provided. Tech Logic has not transferred to the City, or its successors in interest, the right to use or otherwise sell or convey the proprietary technology that comprises the TLS and its operations to a third party; however, the City shall have the right to modify, enhance or relocate the TLS to other City uses and facilities, subject to loss of any warranty hereunder, if such modification, enhancement or relocation is not performed as provided in Article 8.
- 7.05 **Intellectual Property Rights.** Tech Logic (or its licensors) retains ownership of all intellectual and industrial property rights (including, without limitation, patents, copyrights, trade secrets, trademarks and designs) in and relating to the TLS and all enhancements, modifications and updates thereof.

Except for the limited license rights expressly granted in this Agreement, nothing in this Agreement shall be construed as granting to the City or implying the grant of any other rights, by license, assignment, transfer or otherwise, under any intellectual and/or industrial property rights in or relating to the TLS or information provided by Tech Logic. No source code will be communicated to the City. The City shall not make any copies, reverse engineer, disassemble, or decompile any software or part thereof.

- 7.06 **Intellectual Property Indemnification.** Tech Logic shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of this Agreement performance or use by the City of materials furnished or work performed under this Agreement. Tech Logic shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, damages, attorneys' fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Agreement.

Article 8: Customer Support & Warranty

- 8.01 **Customer Support.** The City shall contract to use the TLS Full Service Agreement as defined specifically in Exhibit J, as if fully incorporated hereto, to begin immediately upon the expiration of the Extended Warranty Period.
- 8.02 **Warranty.** During the warranty periods described below, Tech Logic warrants that the TLS will be free of material defects and perform substantially as described in Tech Logic's Manuals and in Exhibit B. Tech Logic warrants that the TLS will comply with applicable law covering installation and operation of such systems, and Tech Logic further warrants that the TLS will be installed in a workmanlike manner. Warranty coverage established by this Agreement begins, for the TLS and each component of the TLS purchased under a Change Order, upon Tech Logic's delivery of a Notice of Completion for that part of the TLS.
- A. *Warranty Periods.* There are two specific time periods governing each of Tech Logic's warranties:
1. Run-In Period. The "Run-In" period for each warranty covers thirty (30) days following the date of the Notice of Completion for that warranted component. During this time, Tech Logic will correct conditions that adversely affect the functionality of the TLS, without charge.
 2. Extended Support Period. The "Extended Support" period begins on the expiration of the applicable Run-In period and ends on the one-year anniversary of the date of the Notice of Completion. Tech Logic warrants that for a period of eleven (11) months immediately following the "Run-In" period, the TLS shall not exhibit any defect in materials or workmanship. Tech Logic shall repair or replace, at its option, and at no additional cost to the City, any mechanism that is defective in material or workmanship.
- B. *Condition to Warranty.* City shall notify Tech Logic within ten (10) business days of any defects or malfunctions in the TLS of which it learns from any source. Failure to do so will void the warranty against that defect.
- C. *Warranty Action.* Correction of defects of the TLS shall be accomplished by Tech Logic in a timely and expeditious manner, according to the following procedure:

1. Telephone Assistance. Tech Logic may attempt to address City's warranty complaint by telephone assistance or by written or electronic messaging communication between the hours of (Mon-Fri 9am-6pm MST) before taking further action.
 2. Further Action. If Tech Logic determines that the problem with the TLS is not merely due to City's incorrect operation, or if a system manager or team leader having the necessary qualifications is unable to correct the problem with telephonic or other assistance, within five (5) business days, Tech Logic shall provide all further assistance required to correct the problem, including labor and materials.
 3. Shipping & Handling. There shall be no charge to City for shipping and handling throughout the course of the Warranty.
 4. Not Covered by Warranty. If the problem is not one covered by warranty, City shall pay for all costs of labor and materials at Tech Logic's standard rate for additional labor of \$200.00 per hour (Mon-Fri 9am-6pm MST) per Tech Logic personnel (2 hour minimum), or \$2,000.00 per day per Tech Logic personnel. Mon-Fri, "after hours" and Saturdays labor rate is \$300 per hour with a 2 hour minimum. Sunday labor rate is \$400 per hour with a 3 hour minimum. Such payments for additional labor shall be due and paid by City within ten (10) days of each occurrence of such further action.
- D. *Non-Covered Items.* Component or system failures caused by the City's lack of maintenance or by the City's misuse of the TLS, including the introduction of "non-standard" items as described below and the results thereof, are conditions that are not included in warranty coverage. The TLS will not be designed to process the following materials:
- Materials with minor dimensions less than 4 inches;
 - Materials with major dimensions greater than 16 inches;
 - Materials with a thickness less than 3/16 inch;
 - Materials with covers that are off (i.e. puzzles, games, etc.);
 - Materials contained in thin or limp bags;
 - Materials with loose, torn or bent covers or with rolled or curled pages;
 - Video tape, compact disc, DVD, and cassettes with open covers, or items that have come out of their containers;
 - Materials with protruding paper such as book marks or "date due" slips;
 - Paper bags;
 - Mailing tubes;
 - Pamphlets, sheet music, newspapers or magazines that are not in a hard case;
 - Transparent items;
 - Children's toys that are not in a hard case;
 - Materials with worn or malfunctioning identification strips or markers; and
 - Other items not a part of the City's circulating library collection.

If Tech Logic determines that a lack of maintenance, misuse, or a non-covered item has caused a component or system failure, then City shall pay for all costs of labor and materials to correct such failure at Tech Logic's standard rate for additional labor of \$200.00 per hour per Tech Logic certified technician, or \$2,000.00 per day per Tech Logic personnel, plus any associated travel expenses incurred by Tech Logic. Such payments for additional labor shall be due and paid by City within ten (10) days of such correction activity by Tech Logic.

- E. *Further Limitation.* All warranties given by Tech Logic are limited to replacement or repair of defective components including hardware and computer software. Tech Logic shall determine whether the components should be replaced or repaired. Any warranty is void if the TLS is modified or altered without the knowledge and written permission of Tech Logic. The warranty herein shall remain in effect should the City move the TLS to another location only if said move is engineered and coordinated by Tech Logic.

Article 9: Prices & Payment

- 9.01 **Contract Price.** The total contract price for the TLS is set forth on Exhibit C (herein referred to as the “Contract Price”), which Contract Price shall be paid in installments under the schedule described in Section 9.02. The Contract Price for all other components of the TLS shall be established by a Change Order, but subject to the Pricing Schedule attached hereto as Exhibit C, and adjusted as provided in Section 2.04.

Work to be performed by Tech Logic for City under this Agreement comprises four phases:

- A. Systems engineering and manufacturing design professional services (accounting for forty percent (40%) of the Contract Price); and
 - B. Manufacturing (accounting for fifty percent (50%) of the Contract Price); and
 - C. Manufacturing final testing and pre-shipment inspection at Tech Logic (accounting for five percent (5%) of the Contract Price); and
 - D. Installation (accounting for five percent (5%) of the Contract Price).
- 9.02 **Payment Schedule.** Payment of the Contract Price for Tech Logic Products in Pricing Schedule Exhibit C shall be made as follows:
- A. A first payment, in an amount of fifty percent (50%) of the Contract Price, shall be due to Tech Logic on or before. Work pursuant to this Agreement shall not begin until receipt of such payment is verified by Tech Logic. A separate invoice shall be included with the Notice of Completion and shall include the Contract number.
 - B. Final payment, in an amount of fifty percent (50%) of the Contract Price plus all additional payments required under executed Change Orders, if any, shall be due to Tech Logic within ten (10) days of Tech Logic’s delivery to the City of the Notice of Completion.
- 9.03 **Payment Schedule for Change Orders.** The payment of any Change Order shall be made in installments, with the first installment being due ten (10) days after the execution of the Change Order. The amount and payment terms of the Change Order shall be as set forth in Sections 9.02 and 9.03, but specifically excluding RFID systems and components. Any RFID systems and components shall be purchased by City via a separate purchase order prepared by Tech Logic, having payment terms of being due and payable in full upon entry of the purchase order.

In addition to provisions of section 2.04 herein, the parties understand and agree that Tech Logic may purchase commodities from foreign sources for use in the TLS. Consequently, upon execution of a Change Order, if applicable foreign currency exchange rates pertaining to such commodities have fluctuated by at least five percent (5%) versus U.S. currency from the Effective Date of this Agreement, then prices stated shall be adjusted accordingly by Tech Logic for such Change Order.

- 9.04 **Interest Charges.** If any payments due from City to Tech Logic are deemed to be, in the sole discretion of Tech Logic, overdue, then interest charges thereon shall be paid by City to Tech Logic at a rate of one and one-half percent (1.5%) per month.
- 9.05 **Applicability to other locations.** The terms and conditions set forth in this Agreement, extend and apply to purchases of Tech Logic's goods and services by other libraries located within the State of Arizona, subject to provisions specific to each individual location, including but not limited to System Layout Drawings and Components (Exhibit A); Description of Functionality (Exhibit B); System Pricing, Component Description and Contract Amendment Schedule (Exhibit C); Change Order (Exhibit E); Notice of Completion and Acknowledgement (Exhibit F); City Notice of Corrections (Exhibit G); Project Schedule and Delivery Schedule (Exhibit H); and Software License Agreement (Exhibit I).
- 9.06 **Taxes.** Tech Logic shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Tech Logic's performance of this Agreement. Such taxes include, but are not limited to, federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, used taxes, and any other taxes or business license fees as required.

Article 10: Resolution of Questions & Disputes

- 10.01 **Dispute Resolution.** Tech Logic and City will exercise their good faith and reasonable effort to negotiate and settle promptly any dispute that may arise with respect to this Agreement. The parties may obtain the services of a mediator or other "alternate dispute resolution" upon their mutual agreement prior to seeking redress through a Court of competent jurisdiction. The parties will share equally in the cost of alternate dispute resolution.
- 10.02 **Venue.** Any formal dispute resolution proceeding, including, but not limited to, mediation, arbitration or litigation, shall be conducted within the County of Coconino, State of Arizona.
- 10.03 **Arbitration.** If the work to be performed under this Agreement will be a part of new construction or a renovation or remodeling project, or if installation of the TLS will require coordination with any other construction activities, then Tech Logic agrees to join in any arbitration proceeding involving a dispute to which Tech Logic is a necessary party.

For any other dispute, arbitration between the City and Tech Logic will be voluntary, but once engaged, binding. If such arbitration is commenced under this Agreement, the arbitration shall be conducted under the rules of the American Arbitration Association, as modified by the provisions of Arizona law, and any award rendered (including an award requiring specific performance) shall be final and binding upon the parties hereto, and the judgment on the award rendered by the Arbitrator or Arbitrators may be entered in any Court having jurisdiction thereof.

Article 11: Indemnity

Tech Logic agrees to defend, indemnify and hold harmless the City, its council, boards and commissions, City officers, employees and agents harmless from any liability, claims, damages, costs, judgments or expenses, including reasonable attorneys' fees, to the extent any of the foregoing results, directly or indirectly, from any error or omission and/or willful or negligent act of Tech Logic, its agents, employees or subcontractors in the performance of this Agreement and against all loss by reason of the failure of Tech Logic fully to perform, in any respect, all obligations under this Agreement. In no event will Tech Logic be liable for any damages caused by the City's failure to perform its responsibility hereunder, except to the extent any such failure is attributable to the action or inaction of Tech Logic.

Article 12: Insurance

Tech Logic shall maintain during the performance of any work under this Agreement the insurance coverage identified in Exhibit M and shall deliver a Certificate of Insurance to the City prior to execution of this Agreement.

Article 13: Independent Manufacturer

Nothing herein creates or establishes the relationship of a joint venture or partnership between the parties, nor constitutes Tech Logic as the agent, representative or employee of the City for any manner whatsoever. Tech Logic is and shall remain an independent manufacturer under this Agreement. Any and all personnel employed by Tech Logic or its subcontractors while engaged in the performance of any activity under this Agreement, shall have no implied contractual arrangement with the City and shall not be considered employees of the City; and any and all claims of said personnel while so engaged that may arise under the Workers Compensation Act, and any and all claims whatsoever of any personnel arising out of employment or alleged employment by Tech Logic including, without limitation, claims of any discrimination against Tech Logic, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and Tech Logic shall defend, indemnify and hold the City, its trustees, officers, agents and employees harmless from any and all such claims.

Article 14: Termination

14.01 **Termination by Tech Logic.** This Agreement may be terminated by Tech Logic without penalty in the event that City is in breach of any of its obligations hereunder with respect to City's obligations to facilitate installation of the TLS, provided that, the City shall first have been given a written notice that specifies the nature of the breach and Tech Logic offers City not less than thirty (30) business days to correct the breach.

Notwithstanding this provision, City shall be fully obligated to pay all amounts owed to Tech Logic under this Agreement, and any non-compliance thereof shall constitute an immediate breach of this Agreement.

14.02 **Termination by City.** This Agreement may be terminated by the City if Tech Logic is in breach of its obligations hereunder, provided that Tech Logic shall have first been given a written notice that specifies the nature of the breach and the City offers Tech Logic not less than thirty (30) business days to correct the breach.

14.03 **Termination for Nonappropriation of Funds.** The City may terminate all or a portion of this Agreement due to budgetary constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to the City.

14.04 **Action upon Termination.** Except in the event of City's termination for breach by Tech Logic, upon termination of this Agreement prior to expiration:

- A. Tech Logic shall be entitled to payment for work performed prior to the date of termination; and
- B. City shall immediately return to Tech Logic all of Tech Logic's Manuals and licenses except for those licenses for hardware or software not created by Tech Logic.

14.05 **No Limitation on Remedies.** Except as expressly provided, nothing in this Article 14 shall be deemed to waive or limit any other action, proceeding or remedy to which either party would otherwise be entitled as a result of the breach of this Agreement by the other party.

Article 15: Performance Bond

If requested by City, Tech Logic shall provide to City at City's sole expense pursuant to and as specifically stated in Exhibit C, a Performance Bond. The Performance Bond shall be delivered to City within forty-five (45) days of City's first payment under Section 9.02A.

The parties understand and agree that the Performance Bond is intended to secure Tech Logic's faithful performance of its obligations under Phases II, III & IV as stated in Article 9, and not as security for professional services that comprise Phase I thereof. The parties further understand and agree that the Contract Price includes Tech Logic's cost in procuring the bond provided it is so itemized in Exhibit C.

Article 16: Miscellaneous Provisions

16.01 **Compliance with Laws, Codes, Licensing, and Other Standards.** Tech Logic at its expense shall maintain current federal, state, and local licenses, permits and approvals required for the performance of the Agreement and provide copies to the City upon request.

Each TLS is generally designed in conformity with the National Electrical Code (NEC) and other standards. However, due to unique designs and observance of various OSHA safety concerns for guards and the like, some deviations from the NEC and other standards may be necessary.

16.02 **Force Majeure.** Neither party shall be deemed to be in default of any provision of this Agreement for any delay, suspension or failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but are not limited to, acts of God, civil or military authority, civil disturbance, war, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control.

If either party is unable to perform as the result of such an event, such party shall send the other party written notice stating the delay and cause thereof, within at least fifteen (15) days from the date of the occurrence of the force majeure event.

16.03 **Governing Law.** The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Arizona.

16.04 **Severability.** If any provision of this Agreement, or portions thereof, is found to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall nevertheless remain in full force and effect.

16.05 **Notices.** Until one party provides written notice with other instructions to the other party, any written notices required to be given under this Agreement shall be deemed given when delivered personally, when delivered by prepaid certified mail with return receipt requested, or when delivered by electronic transmission with telephonic confirmation as follows:

- If to Tech Logic: Gary W. Kirk, President
Tech Logic Corporation
835 Hale Avenue
Oakdale, Minnesota 55128
Phone: 651-747-0492
Email: gwkirk@tech-logic.com
FAX: 651-747-0493

- If to City: William Ascarza-Collection Manager
Flagstaff City – Coconino County Public Library
300 West Aspen Avenue
Flagstaff, Arizona 86001
Phone: 928-213-2386
Email: wascarza@flagstaffaz.gov

- 16.06 **Assignment.** Tech Logic shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the City.
- 16.07 **Attorneys' Fees.** If a dispute arises between the parties as a result of which an action is commenced to interpret or enforce any of the terms of this Agreement, or if there is a breach of any of the terms of this Agreement, or the Exhibits attached hereto, the losing or defaulting party or parties shall pay to the prevailing party or parties reasonable attorneys' fees, costs and expenses incurred in connection with prosecution or defense of such action as such Court shall adjudge.
- 16.08 **Modification.** No modification or cancellation of any portion of this Agreement shall be effective unless in writing and signed by the parties or their duly authorized representatives.
- 16.09 **Complete Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. The parties herein acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.
- 16.10 **Public Records.** This Agreement 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 Tech Logic has clearly marked is proprietary information as "confidential", the City will endeavor to notify Tech Logic prior to release of such information.
- 16.11 **Cancellation for Conflict of Interest (A.R.S. § 38-511):** The City may cancel this Agreement within three (3) years after its execution, without penalty or further liability to Tech Logic.
- 16.12 **Nondiscrimination.** Tech Logic 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, because Tech Logic is performing services within the City of Flagstaff limits, it shall comply with the City Code, Chapter 14-02, Civil Rights, which also prevents discrimination based on sexual orientation, or gender identity or expression.
- 16.10 **Incorporation of Exhibits.** The following Exhibits attached hereto are hereby incorporated into and form a part of this Agreement.

Exhibit A: System Layout Drawings and Components

Exhibit B: Description of Functionality

Exhibit C: System Pricing, Component Description and Contract Amendment Schedule

Note: There is no Exhibit D in this Agreement.

Exhibit E: Change Order

Exhibit F: Notice of Completion and Acknowledgment

Exhibit G: City Notice of Corrections

Exhibit H: Project Schedule and Delivery Schedule

Exhibit I: Software License Agreement

Exhibit J: Service Agreement for TLS

Exhibit K: Self-Checkout Warranty

Exhibit L: Notice of Shipment

Exhibit M: Required Insurance Provisions

** IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the dates set forth below.

TECH LOGIC CORPORATION

CITY OF FLAGSTAFF

By: _____
Gary W. Kirk
President

By: _____
Josh Copley
City Manager

Date

Date

Attest:

City Clerk of the City of Flagstaff

Approved As to Form:

City Attorney of the City of Flagstaff

Exhibit A: 5 Bin sort system – Coconino Branch

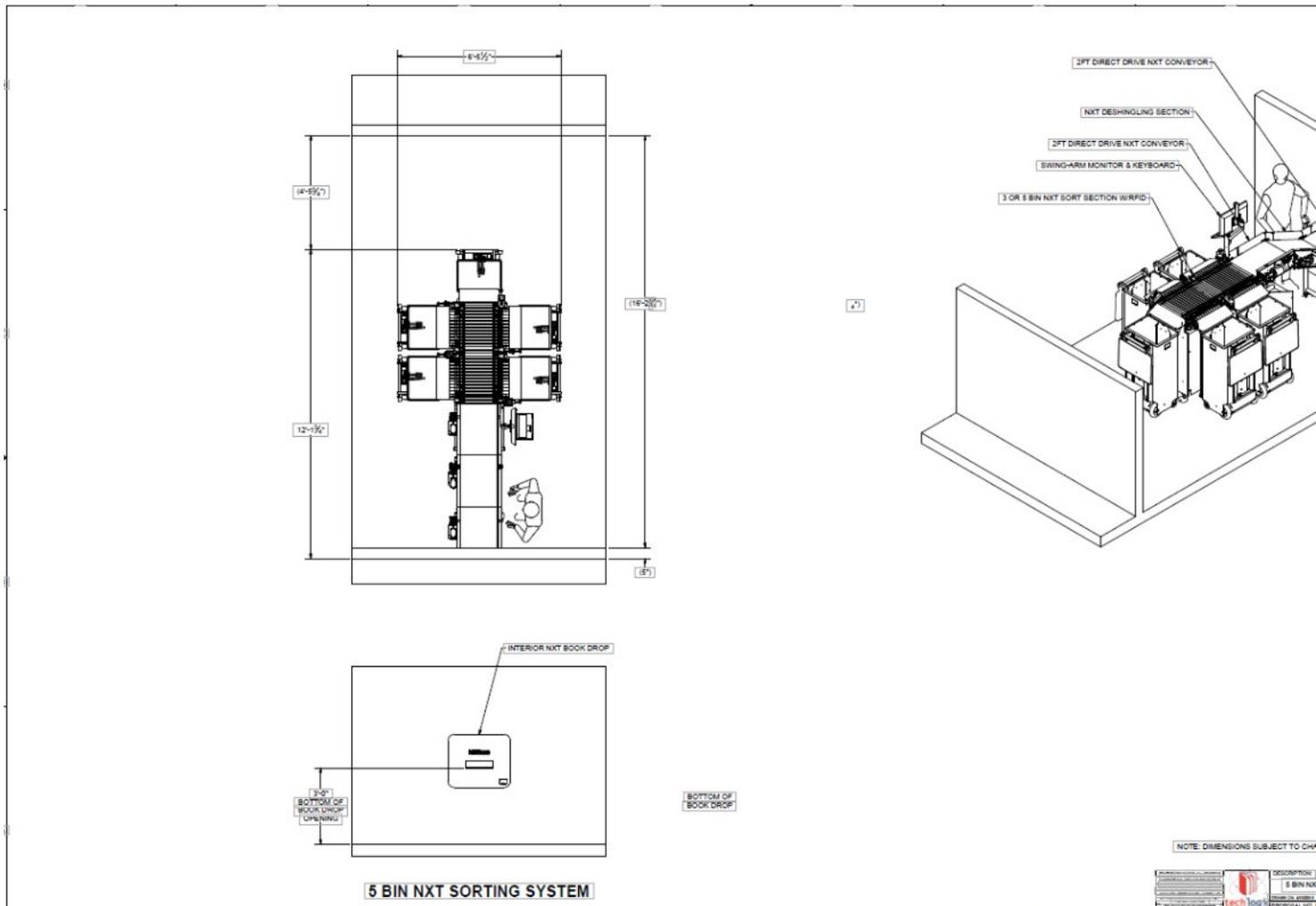


Exhibit A: 9 Bin sort system – Main Branch

Exhibit B: Description of Functionality

The **Description of Functionality** is commonly referred to as a “**Sequence of Operations**” and describes how the system works from both a controls point of view and mechanical view. It further defines system specifications that provide the City with a good understanding of anticipated performance objectives. Throughput rates, speeds of moving devices, and reaction times of the system are all best guesses based on previous system performances. This is so because many variables such as network speeds, automated circulation system response times, City personnel variances in performance and City collection variables may all have an impact on system throughput rates, speeds and reaction times.

Tech Logic’s “suite” of software programs is used throughout its systems. Each system is unique and custom configured to fit the City’s specific environment, yet the basic underlying code is the same from system to system. It is important for the reader to understand that deviations from Tech Logic’s standard suite of functions can produce additional programming costs to the City.

Tech Logic Corporation (hereinafter referred to as “TLC”) systems are broken into several major categories each having its own, unique “sequence of operations”. The basic categories are Safety and Emergency Stop Systems, Book Drops and Delivery Systems, Check-In/Out Systems and Asset Management Systems.

A Tech Logic system may consist of one or more of these categories in any combination. Therefore, this exhibit includes all of the above mentioned categories even though some of the categories may not apply to the City’s final system composition.

Article 1: Definition of Terms

- 1.01 “**AMH**” means Automated Material Handling System and is used for all levels of handling sophistication within a TLC System.
- 1.02 “**CircIT Application**” is the TLC title for the Visual Basic .NET program that resides on the System PC or City’s PC and interfaces the City’s ILS Software.
- 1.03 “**Book(s)**” shall refer to all materials including but not limited to books, tapes, CD’s, DVD’s, magazines and all City items that must generally be handled by the System within the City environment.
- 1.04 “**Delivery System**” refers to that portion of the System that receives Books from book drops and transports the Books to the Process Area.
- 1.05 “**ILS**” refers to the Integrated Library System that has provided the City with its asset tracking software.
- 1.06 “**MS**” refers to licensed Microsoft Corporation software that resides on the System PC or the City’s PC. When a PC is purchased by the City from TLC, the license is transferred to the City and is considered third party pass through licensing.
- 1.07 “**MS Software(s)**” refers to software that is purchased by TLC from Microsoft Corporation for use on the System PC. These software’s are considered “Third Party” and licenses are passed through to the City at the time of System installation and acceptance.
- 1.08 “**NX Series Security Gates**” refers to the inventory protection system security pedestals.

- 1.09 “**Process Area**” means that portion of the System that processes the Books for final placement of Books into storage bins or is stored for patron holds.
- 1.010 “**RFID**” means Radio Frequency Identification that is the method of identifying or detecting data stored on a microchip with an antenna. RFID consists of three components; RFID Tag, RFID antenna, and RFID Reader. The antenna is for amplifying transmission to and from a reader via radio frequency technology. The reader receives the data from the RFID Tag and sends a raw data stream to a PC and is interpreted by the TLC Software to identify the City Item that the RFID tag is attached to.
- 1.011 “**System Item(s)**” refers to numerated system components as described in Exhibit “C” and identified in Exhibit “A”.
- 1.012 “**System PC**” refers to one or more personnel computer “PC(s)” that control all aspects of the System, including but not limited to all the machines within the System and all communication software’s that interface with the City’s host computer.
- 1.013 “**System I/O**” refers to all input and output devices within the System. Inputs (I) include all hardwired electronic signals such as photo-eyes, proximity switches, and other electronic devices that the System PC relies on for System status conditions. Outputs (O) include all hardwired electronic signals to System machine devices such as air valves, motors, lights, and other electronic devices that the System PC controls.
- 1.014 “**Tag Conversion**” is the process of transferring industry standard barcoded item ID’s onto RFID Tags.
- 1.015 “**TLC Code**” is programmed instructions written in various computer languages and run via compilation of various software’s that reside on the TLC’s System PC or the City’s PC. TLC Code is proprietary property of Tech Logic Corporation and licensed for use to the City, all as stated within the Software License Agreement.
- 1.016 “**TLC Hot Keys**” is a set of predefined quick keys which allows the staff members at the Library Locations to quickly toggle to different modes of operations, or application modules.
- 1.017 “**TLC Suite**” refers to the underlying program modules that have been written and developed by TLC to quickly and expeditiously assemble whole system top level programs.
- 1.018 “**TLC-HMI**” refers to TLC’s Human Machine Interface software graphics. TLC-HMI is the visual layer of software code, messages and graphics that the System Operator sees on the System PC.
- 1.019 “**TLC-MI**” refers to the TLC Machine Interface and communicates between hardware calls from the TLC-HMI to the instruction sets of various devices in the AMH.
- 1.020 “**VB**” refers to Microsoft’s Visual Basic software which resides on the System PC(s) or the City’s PC(s) and runs TLC Systems via compiled code written by TLC.

Article 2: Safety, E-Stops, Control Cabinets, and System Control

- 2.01 **Safety Features** are designed into every aspect of a TLC System. Mechanical Systems and machines are designed with safety guards that are painted OSHA yellow. These guards are labeled and should never be removed when the system is powered up and running. Line shaft conveyor rollers are powered using urethane bands that will stop when touched by human hands.

- 2.02 **Operational Manuals** are provided with each TLC System. These manuals need to be read and studied by all System Operators and Maintenance personnel prior to System operation. The Operation Manuals include many topics including safety, start-up and shut down procedures, maintenance procedures and an extensive disclosure of each control cabinet circuit for each aspect of the system. A spare parts manual will be supplied for AMH systems.
- 2.03 **All TLC Systems** incorporate a separately wired “closed loop” emergency stop system. The E-Stop Circuit is a hard wired, independently run electrical circuit that has the ability to stop the entire system with the push of a button. It “kills” (cuts power) to all System machines, regardless of where they are located, thereby halting all machine operations. The red mushroom shaped push button is located throughout the system and is designed specifically to offer safety to all City personnel. Its function is required by law and should be used only for emergency conditions that may be hazardous to human health and/or damaging to machines or Books within the system. Its design is “Push” to halt, “Pull” to reset. The offending, activated E-Stop within the system must be visited and reset before the system can be started. This key feature of the E-Stop circuit means that the system cannot be restarted until all E-Stops within the system are reset. E-Stops are located on system control panels and at additional locations, in small enclosures, as required for adequate personnel safety.
- 2.04 **Control Panels** are located throughout the system and are identified in Exhibit “A” of this Agreement. Control panels provide the system with power distribution to all System Outputs and gather System Inputs for the System PC. Control panels, when required, may have an electrical disconnect, green illuminated “start” button and/or a red mushroom shaped E-Stop button. In all cases, the system cannot be started until all disconnects are turned on, all E-Stops are reset, as previously mentioned, and all start buttons are pushed. Should a start button refuse to light green when pushed, then an E-Stop within the system is not reset and/or a power disconnect is not turned on. When all the green start buttons on all system control panels are on and lighted, the system can then be started by the System PC.
- 2.05 **The System PC**, as further described in Exhibit “C”, must be compliant with and runs the following software, if required, each having a distinct purpose within the overall System operation:
- A. Microsoft Windows OS
 - B. Remote Proxy
- 2.06 **When the System PC boots**, it runs on Microsoft Windows as the operating system software. Once Windows is running and the system has been powered up, as previously mentioned, the operator “double-clicks” on the “Tech Logic” icon which is located on the desk-top and/or within windows “start” menu.
- 2.07 **From the System Operator’s point of view**, all the programs are loaded and run behind the scenes and the only software program visible is TLC-HMI. The TLC-HMI is a dynamic, colored picture of the system that shows all the machinery; conveyors full status, SMART BIN[®] Container full status etc. in a manner that is user friendly. Literally, each graphical device changes color as its status changes. For instance, belt conveyors change colors from green to yellow to red depending on their status, which could be empty and stopped, on and moving, or stopped and waiting for upstream traffic to clear. Similarly, the entire system is dynamically changing in the form of status messages and graphical color images. These features are easy for system operators to understand. Once the System PC is booted and all software is up and running, the system runs on its own, virtually capable of running unmanned.

- 2.08 **The MS Visual Basic Software programs**, written by Tech Logic, are divided up into “mini-programs” each one controlling various portions of the system and communicating with each other. This unique feature provides independent “logic”, as can be seen throughout this exhibit.

Article 3: Book Drops and Delivery Systems

- 3.01 **Book Drops and Delivery Systems** consist of book drops and conveyors that deliver books to the Processing area. Book drop doors are monitored via photo-eye switches and when the book drop door is opened, the immediate conveyor starts to run. As books pass through the system, each belt conveyor, equipped with photo eyes that detect a book’s presence, will start and stop based on its “Full/Not-Full” status.
- 3.02 **The Delivery System** has redundant activities programmed into its logic. It runs the belt conveyors in “accumulate-mode”, “run/purge-mode” or “night time mode”. The System runs in “run/purge-mode” most of the time and merely delivers books to the processing area as expeditiously as possible. Accumulate mode can be used to queue items on the conveyor belt. Night time mode sets the transfer to sort items into the first available bin without checking the item in. Night time mode minimizes the number of transfers used when the machine is unattended.
- 3.03 If **De-Shingler Conveyers** are included in the System package, the De-Shingler Conveyor(s) will act to separate multiple items inserted in the Book Drop. The incline and speed of the De-Shingler Conveyor will separate any items not listed in Section 8.01, E of the Tech Logic contract.

Article 4: Smart Bin[®] Container Sorting Systems

- 4.01 **SMART BIN[®] Sorting Systems** are designed to check-in books and sort them into bins using the City’s pre-assigned collection codes as the sort criteria. They are designed to use either barcodes or RFID tags as the identification method. Additionally, the System PC(s) uses TLC’s Interface Software to communicate with the ILS for check-in.
- 4.02 **The Sequence of Operations** for a SMART BIN[®] Container Storage System Process Area starts at the last belt conveyor of delivery system. Books are transferred from the Delivery System belt conveyors and passed onto the Process Area line-shaft and pop-up transfer conveyors. Under ideal conditions this process of belt conveyor to line-shaft conveyor transfer can be as fast as 1-1/2 to 2 seconds per book.
- 4.03 If **Loader/Unloader Machines** are included in the System package, the Loader/Unloader machine(s) will act as delivery system buffers and remote system automatic loading of SMART BIN[®] containers. These machines have two basic modes, Load or Unload. The System PC will switch from mode to mode to maintain an even flow of materials to the sorting area.
- 4.04 If **Barcode** is the identification method of the City’s collection a camera based vision system will be used. The camera system will be designed based on the size and location of the barcodes labels. If no barcode is found the book is rejected and moves to the end “reject” SMART BIN[®] Container. Once a barcode has been recognized, the barcode is processed per section 5.08 of this article.
- 4.05 If **RFID Tag** is the identification method, it is scanned by the RFID Antenna. If no RFID tag is found the book is rejected and moves to the end “reject” SMART BIN[®] Container. Once an RFID tag has been recognized, the Item ID is processed per section 5.08 of this article.
- 4.06 If **RFID Tag Encoding** is included in the System Package, the system will also include Barcode scanning. The RFID Tag Encoding section will validate that an RFID tag has no data written to it and

will write the Item ID of the item on to the blank tag. If the item has valid data on the RFID tag, it will be processed per section 5.08.

- 4.07 If **Print and Apply Holds** are included in the System package, the Print and Apply section will align the items under the print head and apply a printed holds slip to the top of the item. The holds slip has a light adhesive that will not leave residue on the item.
- 4.08 **Processing a Book** is similar for both barcode and RFID tags and takes the following software steps to determine shelf sortation:
- A. TLC-MI Software determines if the barcode or RFID tag is valid before it tries to process the data. If it's not valid the book is tagged "Reject" and the system then tracks its destination to the end Smart-Bin for rejection.
 - B. If the barcode or RFID tag is valid, TLC-MI then assembles the ILS "request" string that is written using Standard Interface Protocol (SIP) messaging.
 - C. The "request" string is then passed to the ILS via TCP-IP network communications.
 - D. Once the Book's barcode or RFID tag is processed by the City's ILS, in other words "Checked-In", the ILS sends a "return" string back to TLC-HMI software via the Software Interface. The "return" string is also written in SIP, and includes the necessary data to perform sortation. The data required from the ILS includes the following fields of data:
 1. Collection Code
 2. Call Number
 3. Item Type Code
 4. Agency Destination
 5. Patron Name (only if Book is on reserve)
 - E. TLC's HMI directs, tracks, conveys and transfers the Book to the correct SMART BIN[®] Container.

Article 5: RFID Check-In/Check-Out Systems

- 5.01 TLC is a North American Partner of Multiple RFID Vendors, all of which are world class suppliers of RFID tags and hardware that reads the RFID tags. TLC buys, uses in its products and has otherwise developed many innovative RFID Check-in and Check-out City material handling workstations using this technology. RFID's advantage over industry barcode technology provides the City with ergonomic, invisible and fast identification of City items.
- 5.02 **TLC Uses RFID Technology** along with TLC Software, Check-in and Check-out workstations, Tag Conversion workstations and Asset Management Software to increase the efficiencies within the City realm. Key to the implementation of the RFID technology into the City arena is TLC's Software Suite and its interfaces with most ILSs. Specifically, TLC uses standard SIP to interface with the ILS.
- 5.03 **The Sequence of Operations** for each Check-in and Check-out product is explained as follows:

- A. *The Combo (Self or Assist) Check-Out Workstation* is a unique Patented concept that TLC has developed to eliminate the need for remote, common place “self-check-out” workstations. Combo workstations incorporate dual, back to back, flat touch-screen monitors that are placed along circulation and check-out counters within the City. Along the side of each dual touch screen is a “top of counter mounted” antenna that allows patrons the ability to “self or assist” check-out stacks of Books within seconds. This method of check-out, under ideal conditions, can be up to ten to fifteen times faster than conventional self or staff type check-out workstations depending on the speed of the interface with the ILS. The Combo workstation works as follows:
1. When Patrons walk up to the outside of the Combo workstation, they set a stack of books along with their patron card on the antenna area. The flat-touch screen monitor on the Patron’s side of the counter informs the Patron that their account is ok and to press the check-out button. When the patron presses the ok button, all books in the stack are checked out within seconds.
 2. At check-out each Book’s RFID tag has its theft bit disabled. The RFID tag’s theft bit must be turned off before a Patron may leave the City. Each City exit door is retrofitted with a set of security pedestals. The Pedestals look for theft bits that not turned off. If a tag’s theft bit is still on, the security gate will sound an alarm informing the City staff that an item is being stolen.
 3. If a Patron has a problem with their account when using the Combo station, a City staff member behind the counter can switch to the ILS software package and fix the Patron’s account using their normal ILS Terminal Client software.
 4. The entire Combo workstation is intuitive for both the Patron and the City staff person. One staff person can monitor and manage up to 4, 5 or 6 Combo stations along a typical circulation desk. This savings in labor benefits the City by allowing the staff to work with Patrons outside of the circulation desk.
- B. *The RFID Self-Check-Out Workstation* is similar to the Combo workstation and is recommended for use in areas that are remotely located to the service or circulation work desk. Self-check-out workstations are ideal for places where the City feels that their Patrons can deal with self-check-out conditions that arise, such as overdue books and other flags that may not permit a Patron to fully transact a self-check-out. TLC believes that the City is the best judge as to whether or not their Patrons are willing to accept the possibilities of personal account problems. In such a case, the RFID Self-Check-out Workstation Software will ask the Patron to seek help at the service or circulation desk.
- C. *The RFID Staff Workstation* consists of a desktop antenna and reader that allows staff personnel the ability to perform back room reading, writing and general collection management duties. TLC Software Suite empowers staff personnel with the following RFID tag and general collection maintenance features:
1. Writing collection code ID’s to the tag
 2. Reading collection code RFID tag ID’s
 3. Checking-in or out Books using the TLC Interface Software
 4. All other functions that normal back-room staff may be required to perform

- D. *The RFID Tag Workstation* allows staff members to easily convert existing barcoded Books to RFID tagged Books. RFID Tag generation is a four-step process. It entails defining the data fields to be written, applying a tag to the item, placing the item on the RFID antenna and scanning the barcode located on the item. The RFID tag is automatically written when the barcode is scanned. The workstation consists of a PC running TLC CircIT software, barcode scanner and RFID antenna.
- E. *Tech Logic Self Check Out Kiosk Description of Functionality*
1. The Tech Logic Self Check Out kiosk is a free-standing kiosk that allows the unassisted check out of library items by patrons.
 2. Patrons initiate a self-check session by means of a touch-screen.
 3. For a patron to log in and start a self-check session, the self-check software will present the instruction on-screen to scan a barcoded patron card. The kiosk has a bar-code imager with a light that presents to the patron where to hold their patron card for scanning.
 4. If so configured, the patron may be asked for a PIN as well.
 5. If the kiosk is used for barcode self-checkout, instructions will appear on-screen for the patron the patron to scan items using the same imager. The items will be read and entered into a queue display on-screen which verifies to the patron the items they are checking out.
 6. If the kiosk is used for RFID self-checkout, instructions will appear on-screen for the patron to set the items in the front facing opening which is fitted with a RFID antenna beneath it. The items will be read and entered into a queue display on-screen which verifies to the patron the items they are checking out. Security will be turned off on the items' RFID tags at this time.
 7. If so chosen, a receipt will print for the transactions chosen, and present itself to the patron at the front of the kiosk. Patrons can also decline a receipt, or receive it via e-mail.
 8. On-screen instructions display other options for the patron, if the City desires that functionality. They will be able to check books in, pay fines or take surveys as well.
- F. *Tech Logic Self Check Out Credit Card Payments*. If so chosen, the patron may pay with a credit card. The patron's credit card will be verified using the chip and PIN system. This is a credit card industry standard, whereby a patron entered PIN, associated with the credit card, will validate the credit card and the transaction.

Article 6: Asset Management Systems

6.01 **TLC Inventory Software & Inventory Wand** includes inventory management and comparison software that utilizes the hand held inventory scanner for quick reading of all City RFID tags. The inventory wand may be used for the following key functions:

- A. *Inventory*. The typical scan rate of the inventory wand is 10 books per second and can help to organize books on shelves in groups of logical/un-logical Dewey or Author last name order. The inventory software can hold more than 1 million records.

- B. *Lost Items.* The inventory wand, when loaded with a list of Item Numbers, can quickly locate lost or misplaced books within the library's collection.
 - C. *Hold Items.* The inventory wand, when loaded with a list of Item Numbers, can quickly locate hold items within the City's collection.
 - D. *Transit Items.* The inventory wand, when loaded with a list of Item Numbers, can quickly locate transit items within the City's collection.
 - E. *Security.* The inventory wand can be used for theft protection detection and body searches at security doors. The unique features of RFID tags with theft bit technology allow the inventory wand to locate and detect items that have been stolen.
 - F. *Wireless Connectivity.* The Inventory wand uses wireless technology to communicate to the PC which runs the inventory management software. The system uses wireless communications using 802.11b to connect to the host local network.
- 6.02 **NX Series Security Gates** are security pedestals that protect against theft and can be sited in various areas of the Library Locations. Each gate package includes an RFID reader, which can control up to four pedestals. This for an eight pedestal installation, two RFID readers are required. The gates will activate audio and/or visual alarms, and can capture the barcode number of the item that has not been properly checked out. There is a people counter tool that counts all patron traffic, both inbound and outbound.

Contract Number 15006849



Exhibit C:

Prepared For: Flagstaff City-Coconino County Public Library 300 West Aspen Avenue Flagstaff, AZ 86001 Ms. Heidi Holland 928-779-7670 hholland@flagstaffaz.gov					8/9/2016 Quote Number 20160301 JE	
QTY	PN	Self Check-out System Products and Services	Unit List Price	Unit Sale Price	Total List Price	Total Sale Price
Self Check-out Equipment						
4	45007534	ABS SingleHF Pad Antenna with MR102 Reader & Cables	\$895.00	\$715.23	\$3,580.00	\$2,860.92
Staff Station Equipment						
9	45007534	ABS SingleHF Pad Antenna with MR102 Reader & Cables	\$895.00	\$715.23	\$8,055.00	\$6,437.07
Shelf Management						
2	45007687	CirkTRAK Shelf Management System with 10" Tablet †	\$6,900.00	\$5,514.07	\$13,800.00	\$11,028.14
NX Series Security Gates						
1	25016528-2	Tech Logic NX Series 2 Aisle Gate - with people counter -Clear41	\$7,500.00	\$5,993.55	\$7,500.00	\$5,993.55
1	25016528-3	Tech Logic NX Series 3 Aisle Gate - with people counter -Clear41	\$10,000.00	\$7,991.40	\$10,000.00	\$7,991.40
Software						
4	28000002	CircIT Seat Licenses	\$2,000.00	\$798.34	\$8,000.00	\$3,193.36
9	28000007	CircIT Staff Station	\$1,100.00	\$0.00	\$9,900.00	\$0.00
RFID Tags						
330000	25016567	Book-SLix-Tag White	\$0.1500	\$0.1199	\$49,500.00	\$39,557.43
60000	25016569	Stingray CD/DVD Tags	\$0.2300	\$0.1838	\$13,800.00	\$11,028.13
Installation and Training Costs						
1	Total	Onsite Hardware & Software Installation & Training	\$14,100.00	\$14,100.00	\$14,100.00	\$14,100.00
Shipping						
1		Estimated†††	\$1,810.00	\$1,810.00	\$1,810.00	\$1,810.00
You have received an order Discount of			-\$36,045.00	Sub Total (USD)	\$140,045.00	\$104,000.00
<i>Prices contained in this quote are good for 90 days.</i>				Total (USD)		\$104,000.00

Contract Number 15006849



Full Service Program for 5 & 9 Bin Systems

5 Bin Automated Material Handling System – Coconino Branch

Qty	Part Number	Description	Unit Price	Extended price
1	913XXXXX	5 Bin Ultrasort with Interior Bookdrop	\$73,950.00	\$73,950.00
1	ASTSOFT	Multi-Bin System Control System PC & Software	\$0.00	\$0.00
1		Installation and Training	\$5,200.00	\$5,200.00
			Sub Total	\$79,150.00
			Discount	(\$14,855.00)
5		SmartBin Control box- (Black)	\$3,595.00	\$17,975.00
			Shipping	\$1,700.00
			Total Contract Pricing	\$83,970.00

9 Bin Automated Material Handling System – Main Branch

Qty	Part Number	Description	Unit Price	1st Yr. Extended price
1	913XXXXX	9 Bin AMH with Vertical Conveyance / Interior & Exterior Bookdrops	\$316,851.81	\$316,851.81
1	ASTSOFT	Multi-Bin System Control System PC & Software	\$14,700.00	\$14,700.00
1		Installation and Training	\$40,100.00	\$40,100.00
			Sub Total	\$371,651.81
			Discount	(\$84,996.81)
10	45007750	SmartBin Control box - (Black)	\$3,595.00	\$35,950.00
			Shipping	\$7,750.00
			Total Contract Pricing	\$330,355.00

*Note: Tech Logic would like to extend an additional discount of the systems if purchased together at a total price of: \$450,000.

This price requires the library purchases Tech Logic’s Full Service Maintenance Program (FSA) each year for 4 years @ \$33,000 per year (this does not need to be paid up front).



EXHIBIT E: CHANGE ORDER

AMENDMENT NO. _____

City of Flagstaff, Arizona

Pursuant to Article 6, Section 6.02 of the Agreement, Tech Logic Corporation (“Tech Logic”) and the City of Flagstaff (“City”) herein agree to Contract Amendment(s) as follow:

Item No.	Last Qty	New Qty	Part No.	Amendment	Part Description	Price Each	Total Price
					Total Amendment Price Change		\$

Comments: _____

TECH LOGIC CORPORATION

CITY OF FLAGSTAFF

By: _____
Gary W. Kirk
President

By: _____
Josh Copley
City Manager

Date

Date



EXHIBIT F: NOTICE OF COMPLETION & ACKNOWLEDGMENT

City of Flagstaff, Arizona

Pursuant to Article 2, Section 2.02, Paragraphs C & E of the Agreement, Tech Logic herein notifies City that all or part of the TLS is installed and completed at the Main Branch of the Flagstaff City-Coconino County Public Library, located at 300 West Aspen Avenue, Flagstaff, AZ 86001, and at the East Flagstaff Community Library located at 3000 North Fourth Street #5, Flagstaff, AZ 86004 (“Library Locations”) and running under permanent power.

Comments: _____

Tech Logic Corporation

Date: _____, 20_____.

Gary W. Kirk,
President

Acknowledgment

Pursuant to Article 2, Section 2.02, Paragraphs C & E of the Agreement, City hereby acknowledges that the TLS is installed and completed at the Library Locations, and running under permanent power.

CITY OF FLAGSTAFF

By: _____
Josh Copley
City Manager

Date

EXHIBIT G: LIBRARY NOTICE OF CORRECTIONS

City of Flagstaff, Arizona

Pursuant to Article 2, Section 2.02, Paragraphs D and E of the Agreement, the City of Flagstaff (“City”) herein notifies Tech Logic Corporation (“Tech Logic”) of the following items within the TLS System that are not to the City’s satisfaction and need to be repaired, replaced, adjusted, reprogrammed or otherwise made correct in response to Tech Logic’s Notice Of Completion. The following corrections need to be made at the expense of Tech Logic:

Item No.	Description	TLC ✓

CITY OF FLAGSTAFF

By: _____
Josh Copley
City Manager

Date

EXHIBIT H: PROJECT SCHEDULE & DELIVERY SCHEDULE

[SAMPLE]

City of Flagstaff, Arizona

Within thirty (30) days of the Effective Date of the Agreement, City of Flagstaff (“City”) and Tech Logic Corporation (“Tech Logic”) shall complete this Exhibit H, “Project Schedule,” to create a schedule for all work to be completed on the TLS under Article 2. A separate Project Schedule shall be created within thirty (30) days of the execution of a Change Order for the purchase of additional TLS components.

Project Schedule

Finalized Contract:											
Dwg Approval Finalized:											
Site Survey:											
Begin Purchasing:											
Begin Manufacturing:											
Begin Assembly:											
Assembly Complete:											
Run, test, QA & QC:											
Crate System:											
Ship system:											
Installation											
Testing											
Training											
Aftercare begins											

TECH LOGIC CORPORATION

CITY OF FLAGSTAFF

By: _____
Gary W. Kirk
President

By: _____
Josh Copley
City Manager

Date

Date

EXHIBIT I: Software License Agreement

City of Flagstaff, Arizona

This Software License Agreement (“**Agreement**”) is made this ____ day of _____, 2016 by and between Tech Logic Corporation (“**Licensor**”) and City of Flagstaff, a political subdivision of the State of Arizona (“**City**”).

1. **License Grant.**

- A. *License.* Subject to the terms and conditions of this Agreement, Licensor grants City a perpetual, nontransferable, nonexclusive license to use the computer program and user documentation listed in Exhibit B (the ‘Software’) at the Installation Address set forth in the Agreement. City may install and use the Software’s computer program only on one machine at one time at the Installation Address. If City desires additional copies of the Software’s computer program or user documentation, Licensor will provide such copies at the rates set forth in Exhibit C.
- B. *Restrictions.* City shall not (i) use the Software to provide services under any name other than that of City; (ii) use the Software to process the data of third parties without Licensor’s prior written consent; (iii) use the Software in the operation of a service bureau; (iv) modify or change the Software; or (v) decompile, disassemble or otherwise reverse engineer the Software.

2. **Deliverables.**

- A. *Software.* Licensor shall provide City one executable copy of the Software’s computer program and one copy of the Software’s user documentation. City shall not copy the Software (except for one archival copy for back up purposes only) or the user documentation.
- B. *Hardware.* City shall arrange for the purchase or lease, installation, testing and maintenance of adequate hardware. City shall be solely responsible for hardware maintenance, including periodic inspections, adjustments, and repair.

3. **Installation, Maintenance and Training.**

Licensor shall install and maintain the Software and provide training to City’s employees pursuant to the terms of the Maintenance Agreement. City shall internet capability to allow Licensor to access, review and modify the Software remotely.

- 4. **Payments.** City shall pay Licensor the Software license fees, in the amounts and under the terms set forth in Exhibit C. All fees shall be payable upon presentation of invoices. Licensor may change its license fees for additional copies of the Software upon thirty (30) days prior written notice.

- 5. **Confidentiality.** City agrees that neither City, its agents, nor, its employees shall in any manner use, disclose or otherwise communicate any information with respect to the Software which might enable copying of all or any portion of the Software. City agrees to take all necessary action to protect the confidential and proprietary information included in the Software, including appropriate instructions and agreement with its employees.

- 6. **Title.** City agrees that Licensor owns all copyright, trade secret, patent, trademark and other proprietary rights in and to the Software, including all modifications thereto.

- 7. **Warranties.** Licensor warrants that it has clear title to the Software. Licensor further warrants that for a period of three hundred sixty five (365) days after installation, the Software, if used by City in

accordance with the Software's user documentation, will substantially perform the functions set forth in Exhibit B. LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. General Provisions.

- A. *Assignability.* This Agreement and all rights and obligations thereunder shall not be assignable by City except with the prior written consent of Licensor. A change in control shall be deemed an assignment subject to this subsection. This Agreement shall be binding upon each party's permitted successors and assigns.
- B. *Liability.* Licensor shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence. In no event shall Licensor's liability exceed the initial license fee for the Software paid by City. No action or claim relating to this Agreement or the Software may be instituted more than one (1) year after the event giving rise to such action or claim.
- C. *Indemnification.* Licensor shall indemnify and hold City harmless from and against any claim of infringement of a United States patent or copyright based upon the Software, provided City gives Licensor prompt notice of and the opportunity to defend any such claim. Licensor shall have the right to settle such claim or, at Licensor's option, provide City (i) a paid-up license; (ii) substitute, functionally equivalent software; or (iii) a refund of a pro rata portion of the license fee paid for the Software based on a deemed license term of five (5) years.
- D. *Entire Agreement; Amendment.* This Agreement with its exhibits is the complete and exclusive agreement of the parties and supersedes all other communications, oral or written, between the parties relating to the Agreement's subject matter. Any change to this Agreement shall not be valid unless it is in writing and signed by both parties.
- E. *Choice of Law/Arbitration.* This Agreement shall be governed by the laws of the State of Arizona. All unresolved disputes arising under this Agreement shall be submitted to arbitration under the rules of the American Arbitration Association. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.
- F. *Default.* In the event of any default of any obligation under this Agreement which remains uncured fifteen (15) days after receipt of written notice of such default, the non-defaulting party may terminate this Agreement. If this Agreement is terminated, all outstanding fees will immediately become due and payable and City shall return all copies of the Software to Licensor and erase any copies residing in any machine.
- G. *Waiver.* Neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same.
- H. *Severability.* A determination that any provision of this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision.
- I. *Notices.* All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when deposited in the United States mail, sent registered mail by first class, postage prepaid, addressed as set forth at the end of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the dates set forth below.

TECH LOGIC CORPORATION

CITY OF FLAGSTAFF

By: _____
Gary W. Kirk
President

By: _____
Josh Copley
City Manager

Date

Date

EXHIBIT J: Full Service Agreement

City of Flagstaff, Arizona

This FULL SERVICE AGREEMENT (hereinafter referred to as the “**Service Agreement**”), is made and entered into on the date of execution, by and between the City of Flagstaff, a political subdivision of the State of Arizona (hereinafter referred to as the “**City**”), and Tech Logic Corporation, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter referred to as “**Tech Logic**”).

THE PARTIES RECITE AND DECLARE THE FOLLOWING:

1. The City desires and hereby requests Tech Logic to provide Full Service Program benefits to its Tech Logic System (“TLS”) located at the Main Branch of the Flagstaff City-Coconino County Public Library, located at 300 West Aspen Avenue, Flagstaff, AZ 86001, and at the East Flagstaff Community Library located at 3000 North Fourth Street #5, Flagstaff, AZ 86004 (“Library Locations”).
2. Tech Logic represents that it possesses the skill, experience, knowledge and qualifications to provide services as required by this Service Agreement.

NOW, THEREFORE, in consideration of the herein above recitals, the amounts to be paid, and of the mutual promises, representations, warranties, covenants and agreements hereinafter stated, and upon the terms and subject to the conditions hereinafter set forth, THE PARTIES AGREE AS FOLLOWS.

Article 1: Term

- 1.01 **Immediate Coverage.** The term of the Service Agreement is four (4) years and shall begin immediately at the end of the “Extended Support” period.
- 1.02 **Annual Renewal.** The City will be invoiced year to year in automatic renewal at the anniversary date. Either Party may give written notice to the other not less than thirty (30) business days before the annual anniversary of the Effective Date of this Service Agreement should renewal be declined. The City will be responsible for full payment of any remaining renewal years should the Service Agreement be discontinued before that term has been fulfilled. The City will not be responsible for full payment of any remaining renewal years should the Service Agreement be discontinued by Tech Logic before the term has been fulfilled.

Article 2: Compensation

- 2.01 The price of the Service Agreement shall be \$33,000.00 per year, and shall remain \$33,000.00 for years two (2) through five (5).
- 2.02 The first \$33,000.00 payment shall not be paid until the term of the Service Agreement begins.

Article 3: Terms and Conditions

- 3.01 **Excluded from Service Agreement.**
 - A. **Routine Weekly/Monthly Maintenance.** Routine weekly/monthly maintenance for the TLS as described in the Maintenance and Operating Manuals (“Manuals”) provided at the time of sale shall

continue to be the responsibility of City. Issues arising from the City's lack of this maintenance may incur additional charges outside of this Service Agreement or may render the end of this Service Agreement.

- B. **Damage.** Any damage caused by the City to the automated sorter or its components caused by the misuse, neglect, or unauthorized repair and maintenance of the equipment of the City, is specifically not covered under this Service Agreement.
- C. **Fire Protection.** Fire suppression systems/components are not covered under the Service Agreement. The City is responsible for coverage of extended maintenance for fire suppression.
- D. **City Network/Troubleshooting.** City network issues/troubleshooting are not covered under the support parameters of this Service Agreement and are billable to the City if support actions by Tech Logic are deemed necessary to make corrective action.

E. **Software**

1. Any damage by the City to the software or its components caused by misuse, a malicious virus, unauthorized changes in the software, or unsupported operating systems, is specifically not covered under this Service Agreement.
2. ILS migration or upgrade support to the ILS migration.
3. Software customization. This is a quotable activity based on scope of work.
4. Changes to ILS provider and any reconfiguration and/or testing specific to an ILS upgrade and/or conversion will be a billable service to the City for software support.
 - i. Software support under the aforementioned conditions is billable at \$150.00 per hour or \$2900.00 minimum for onsite support with a charge of \$1450.00 per day for each additional day.
 - ii. A quote for services will be provided and a scope of work determined for the project.

3.02 **Adequately Trained City Personnel.** Tech Logic will provide the Service Agreement with the understanding that City will provide adequately trained personnel to run the TLS, including the following:

- A. **System Manager or Team Leader.** A broad base of computer skills is required as well as a background and understanding of current Microsoft operating system software that runs the TLS. Knowledge of City operations is equally important. In addition, this person should have good personnel skills and experience in supervision. This person will be required to schedule personnel and provide back-up and training for the people on this team. This person shall be the principal contact with Tech Logic for operation and maintenance of the TLS. Further, this person shall possess, in addition to computer and software literacy, mechanical troubleshooting skills.
- B. **System Operators.** TLS operators shall be capable of running basic Microsoft Windows software applications and have a general familiarity with personal computers. Additionally, the system operators shall be capable of taking readable notes and have the skills to train and pass on their knowledge to other system operators.

C. **System Maintenance Personnel.** City's System Maintenance Personnel shall have experience in building and facilities maintenance which shall include heating and ventilating systems, power distribution systems and generalized personal computer operation. Further, City's System Maintenance Personnel shall also particularly possess a working knowledge of control wiring, and 3-phase electronics. In general, such Personnel shall be willing and able to help trouble shoot system mechanical problems when other City staff members need assistance. Tech Logic strongly recommends that the Library's System Manager, System Operator(s), and System maintenance personnel attend an additional training course at Tech Logic's Minnesota plant. This ensures that the machine owner(s) is prepared to maintain the system and to satisfy the requirement for offering customer support to the library as mentioned above. The training course cost and the travel expenses for the associated attendees is the exclusive responsibility of the City. Tech Logic will provide a quote for the training course and propose dates that the course would be available.

3.03 Included In the Service Agreement

A. Telephone Support.

1. The City shall have 24-hour access to the Tech Logic Online Customer portal to check the progress of support issues. There will be no telephone support on Tech Logic holidays defined, as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Holidays falling on Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed the Monday after.
2. The City shall have unlimited telephone support for "Non-Excluded" issues between the hours of Mon-Fri 9am-6pm MST with a response from the right expert within two (2) hours.
3. The City shall have telephone support for "Excluded" issues between the hours of Mon-Fri 9am-6pm MST with a response from the right expert within (2) hours at a cost of \$180.00 per hour.
4. The City shall have telephone support on nights (after 6pm MST) and weekends with a response from the right expert within three (3) hours at a cost of \$350.00 per hour.
5. Tech Logic will attempt to correct the issue via telephone support and remote proxy.

B. **Preventative Maintenance.** The proper Tech Logic employee or qualified service provider will conduct quarterly visits to the Library Locations to provide preventative maintenance up to eight (8) hours each visit.

C. Software Support.

1. Tech Logic will pay for and, if necessary, install all software renewals, updates, patches, and provide routine trouble shooting throughout the entire term of the Service Agreement.
2. The City will notify Tech Logic of any Mechanical or Software issue via telephone. Should City and Tech Logic agree that an onsite visit is required, Tech Logic shall provide the City with an action plan including the anticipated on-site time for the technician. Upon receiving authorization from the City, Tech Logic or its partnered national service provider will proceed with the site visit.

3. The City will contact Tech Logic for specific, task-oriented questions regarding the operation of currently supported TLS software. Types of support available include usage, product compatibility, diagnostic information, and defect inquiries about eligible software products.
4. Software maintenance is available only on the license(s) covered and the software versions that are currently supported by Tech Logic. The City is entitled to software support only on the licenses covered.
5. Onsite Response for Critical Calls within 24 hours.

D. **Mechanical Labor.** Tech Logic will provide all mechanical labor, except for routine maintenance.

E. **Parts.** Non-normal wear parts and normal wear parts are specifically covered under the terms of this Service Agreement. At Tech Logic's discretion, new, non-original manufacturer or remanufactured parts may be used to perform any repairs. Tech Logic may elect to discontinue certain products for a variety of reasons, including but not limited to; the product is obsoleted at the end of its life cycle, key product components are no longer being manufactured, vendor obsolescence or technology obsolescence.

1. Normal wear parts include, but are not limited to, the following:

- a. AST Systems
 - i. Bearings
 - ii. Belts
 - iii. Chains
 - iv. Elastic Drive Bands
 - v. Rollers
 - vi. Sprockets
 - vii. Valves
 - viii. Air Hoses
 - ix. Electric motors
 - x. Sensors
- b. I.A Bins
 - i. Batteries
 - ii. Brakes
 - iii. Brake Cables
 - iv. Cables
 - v. Chains
 - vi. Sprockets
- c. Gates

F. **Shipping.** Standard Shipping and Handling on normal and non-normal wear parts is included in the Service Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the dates set forth below.

TECH LOGIC SYSTEM

CITY OF FLAGSTAFF

By: _____
Gary W. Kirk
President

By: _____
Josh Copley
City Manager

Date

Date

Exhibit K:

Self- Checkout Hardware Extended Limited Warranty Program

Program Definition, Terms and Conditions

The following terms and conditions shall be applicable herein:

Parts: Parts will be repaired or replaced with those of like-kind and quality, and may be new, non-original manufacturer or remanufactured. Expendable and/or consumable items or parts included with the equipment are not covered under this program. If parts are not available due to the age of the equipment, end of product life or discontinuation by the manufacturer, then the equipment owner will be given notification by Tech Logic and we will advise of new purchase options. Discontinued parts and/or products will then be removed from the warranty program.

Service Support: City will notify Tech Logic of any hardware issue via telephone (1-866-880-9981 or 651-389-4990), email to customercare@tech-logic.com or via support request through the customer secure portal. Service support hours are from (9:00am-6:00pm MST), Mon.-Fri. excluding company holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Holidays falling on Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed the Monday. Tech Logic will attempt to correct the issue via telephone support and remote proxy. Should City and Tech Logic agree that an onsite service visit is required, Tech Logic shall provide the City with an action plan including the anticipated travel and on-site time expected to correct the issue as well as a quote for the technician service call. Upon receiving authorization from the City, Tech Logic will proceed with the service site visit.

Product Service Procedures: If a defect should appear during the extended warranty period, City should promptly contact Tech Logic Customer Service. Customer Service will advise City to return the equipment or propose a schedule for repair. If applicable, a return merchandise authorization (RMA) will be assigned and the City shall return the defective equipment, freight and insurance prepaid, in the original shipping container to, Tech Logic, 1818 Buerkle Road, White Bear Lake, MN 55110 or to other designated service location. All returned merchandise must include the RMA number. Tech Logic shall not be responsible for any loss or damage incurred in shipping. If a defect is covered by this limited warranty program, the repaired or replaced equipment will be returned to the City at Tech Logic's cost. Requests for expedited return will be considered and difference between normal delivery charge and expedited return pricing will be the responsibility of the City.

Access: Tech Logic will inform the City of any access to the system via remote proxy prior to the access. Tech Logic will inform the City of the reason for accessing the system.

Shipping: Shipping charges will be incurred by City when ordering replacement items under this program.

Exclusions/Limitations: Any damage to the System or its components caused by the misuse, neglect, or unauthorized repair and maintenance of the equipment, is specifically not covered under this Extended Warranty program. For security gates; should the gate(s) be removed for any reason and then reinstated by the City, additional charges may be incurred for reconfiguration and system optimization. Tech Logic accepts no responsibility for functionality after re-installation unless the gate(s) are reinstated by Tech Logic personnel or our third party maintenance organization. Extended warranty may be voided.

Routine Weekly Maintenance not included: Routine weekly maintenance as described in the original maintenance documentation provided at the time of sale shall continue to be the responsibility of the Equipment Owner.

Finance Charge: Delinquent payments shall incur a finance charge of 1.5% per month, with service being suspended until the account is cleared.

Compliance with Laws, Codes, Licensing, and Other Standards: The Equipment Owner shall timely advise Tech Logic of any State and/or Local statutes, rules, codes, licensing, regulations, and other standards which may affect this program and work performed hereunder; and Equipment Owner shall pay for, and solely bear, all costs of compliance associated therewith.

Liability: Tech Logic shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence.

Assignment: This Extended Warranty Program and all rights and obligations hereunder shall not be assignable by City except with the prior written consent of Tech Logic. A change in control shall be deemed an assignment subject to this subsection. This Extended Warranty Program shall be binding upon each party's permitted successors and assigns.

Modification: Any modification or alteration of this Extended Warranty Program shall be effective only upon written agreement of the parties thereupon.

Notices: To give notice under this Agreement, the Notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify.

Term: The Extended Warranty Program commences on the Effective Date and, subject to this Warranty Program, continues from year to year in automatic renewal to be invoiced yearly at anniversary date. Either Party may give written Notice to the other not less than thirty (30) business days before the annual anniversary of the Effective Date of this Warranty Program for renewal to be declined.

Complete Agreement: This Extended Warranty Program constitutes the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings or agreements have been made or relied upon in the making of this Extended Warranty Program other than those specifically set forth herein. The parties herein acknowledge that they have read this Extended Warranty Program, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.

Force Majeure: Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Program during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than thirty (30) days, the other party may immediately terminate the applicable Program by giving written notice to the delayed party.

EXHIBIT L: NOTICE OF SHIPMENT

City of Flagstaff, Arizona

Pursuant to Article 2, Section 2.01, Paragraph B of the Agreement, the City of Flagstaff (“City”) herein notifies Tech Logic Corporation (“Tech Logic”) that the City is prepared to receive the TLS system at the Main Branch of the Flagstaff City-Coconino County Public Library, located at 300 West Aspen Avenue, Flagstaff, AZ 86001, and at the East Flagstaff Community Library located at 3000 North Fourth Street #5, Flagstaff, AZ 86004.

Comments: _____

CITY OF FLAGSTAFF

By: _____
Josh Copley
City Manager

Date

CONTRACT FOR TECH LOGIC SYSTEM

Exhibit M

INSURANCE

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

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:

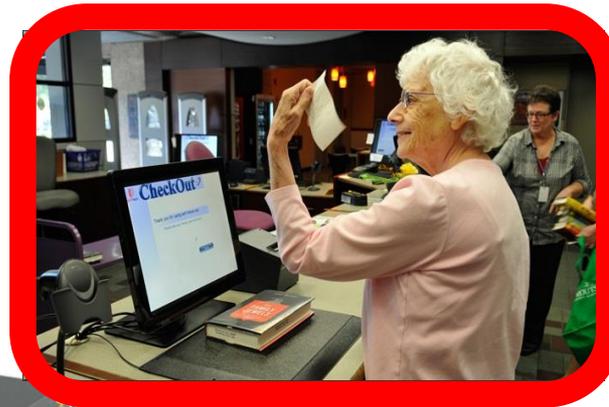
Attention: Rick Compau, Buyer
Contract No. 2017-32
Purchasing Department
City of Flagstaff,
211 W. Aspen Avenue
Flagstaff, Arizona 86001.
7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with 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.

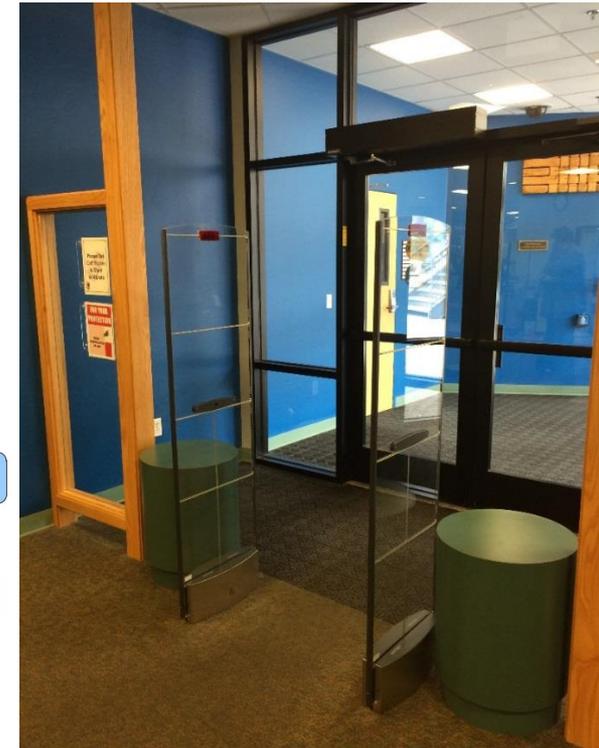
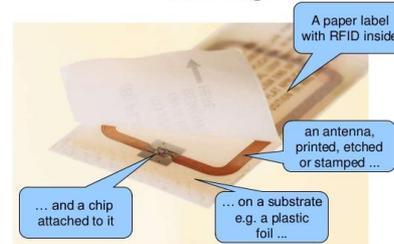
9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any 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.



Library RFID Project



RFID Tag



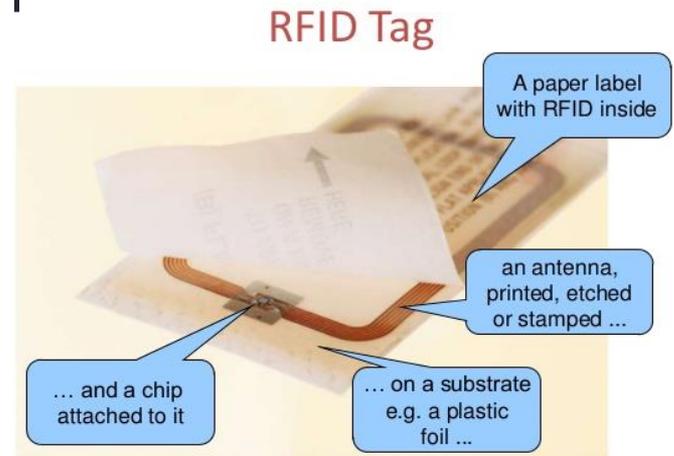
Financial Impact: Only \$7,735 from the General Fund was designated for FY17 library projects. The balance of funds is already in the library budget.



Library RFID Project

What is RFID?

Radio-Frequency Identification is the use of radio waves to read and capture information stored on a tag attached to an object.



What comprises the Library RFID System ?

- RFID Tags
- RFID Antennas & Readers
- Automatic Materials Handling
- Security Gates
- Self Check-out & self check-in
- CircIT Software
- Inventory wands



TEAM FLAGSTAFF

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Community Impact



Benefits of RFID Technology at the Library

- Happier Customers
 - Immediate check-in of materials
 - Fewer “claims-returned” situations
 - Faster turn-around time
- Better Self Service
 - Improved Accuracy
 - Better ADA compliance
 - Customizable display
- Kids like to watch the AMH
- Higher check-out limits

Item	Title	Status
1119	Learn Karate	Transit Hold for 122223 at MAIN Item is on Hold
1118	Organic Chemistry	Transit to NORTH: Item is at 2069
1117	Metal Works	Hold for 123456789: Item is on Hold
1116	Art History	Transit Hold for 12343455666 at MAIN: Item is on Hold
1115	Corporate Finance	Item Checkin OK
1114	Disclosure	Transit to NORTH: Item is at 2069
1113	Principals of Management	Item Checkin OK
1112	Fix it Yourself	Hold for 12344455666: Item is on Hold
1111	Lean on Me	Transit Hold for 12344444556677 at MAIN: Item is on Hold

Clear List Number of items: 9 Options

- The shift to RFID is as big as when libraries shifted from the card catalog to online catalog systems.



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Community Impact: Other Libraries' Stories

UltraSort [AMH] technology has allowed Salt Lake to increase circulation and provide exceptional service without increasing staff size. As one of their sorter libraries puts it, "We love Lucy,' our sorter, and treat her like a staff member with her own way of doing work. She works best when we adjust our workflow to take advantage of what she can do for us. We could never keep up with our workload without Lucy on our staff."

-- Gretchen Freeman, Assoc. Dir. for Technology, Salt Lake County Library System

With automated handling, return accuracy has improved, resulting in fewer claims re-turns and happier customers. The number of human touches from return to shelf has been minimized, improving turnaround time and reducing the number of repetitive motion injuries among staff.

-- Jennifer J. Hoffman, Manager of Books and Borrowing, Denver Public Library

I love that [CircIT] software is completely customizable. Libraries today are getting savvy with their brand, and the fact that we can completely change the look and feel of the software is very empowering.

-- Juliane Morian, Associate Director, Clinton-Macomb Public Library (MI)



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Community Impact: Library Opportunities

- Job Help
- General Computer Help
- MobileCirc & Roaming Help
- Collection Management & Development
- Book Displays & Programs
- Digital Projects
- More Frequent Courier Between Libraries
- Cleaning



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Questions?



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**City of Flagstaff
Management Services Division
Purchasing Section**

The Purchasing Section has researched and reviewed sole source justification and we are recommending a “Sole Source” procurement under **Article 18 “Sole Source”** of the City’s Procurement Code Manual as follows:

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

The Purchasing Agent shall negotiate with the sole source Bidder or Proposer, to the extent practicable, a contract advantageous to the City. Sole Source purchases authorized by the Purchasing Agent, which exceed the formal procurement limit, shall be awarded pursuant to Article 26, “Award of Contract”.

Sole Source, Evidence Request

A. Sole Source procurement shall not be used unless there is clear and convincing evidence that there is only one source as determined by the Purchasing Agent.

B. In the event a Department or Division requests a Sole Source procurement, written evidence and report of research to support the request shall be provided to the Purchasing Agent.

C. Negotiations involving Sole Source purchases shall not commence until the Purchasing Agent has approved the Sole Source purchase.

Extensive Research Taken

The City of Flagstaff library RFID team researched RFID system options through onsite vendor demonstrations, visits to other libraries, and phone interviews with other RFID libraries.



**City of Flagstaff
Management Services Division
Purchasing Section**

In addition, the Flagstaff libraries reached out to the Yavapai Library Network, which had needs similar to those of Flagstaff. The City learned that Yavapai Library Network conducted a formal competitive request for proposal (RFP) process in the fall of 2014. There were a total of 5 proposal responses, these five represent all of the known library RFID vendors. After completing the evaluation scoring process, the county determined that Tech Logic was the only proposer who could meet all of the technological needs for the Yavapai Library Network.

Through the City's own investigation process, the Flagstaff libraries arrived at the same technical requirements that Tech Logic supplied to the Yavapai Library Network. Since Yavapai Library Network conducted a formal RFP process and determined Tech Logic to be a sole source vendor, the City of Flagstaff determined this to be clear and convincing evidence to be a sole source vendor.

Given the identified technological needs, Tech Logic was qualified as a sole source vendor for the Yavapai Library Network RFID system.

Due to diligent negotiations with Tech Logic Corporation, library staff was able to reduce the original RFID contract quote from an initial estimate of \$625,000 to \$450,000, basically including the Eastside library's system for free.

Sole Source Justification

Tech Logic Corporation is the only manufacturer of the CircIT™ software for libraries and the related database components. Any specific software development related to CircIT™ can only be developed and programmed by Tech Logic's development team.

CircIT™ is a powerful, flexible, and feature-rich library self check-out solution that works with all ILS systems, functions simultaneously with RFID and barcodes and operates on standard PC hardware and Windows OS.

CircIT is a dedicated HTML server based system that allows administrators to customize user interfaces. Customizable elements include self-service screens and process flow step order. Each self-check-out station can also be configured to offer unlimited localized interfaces at no additional cost. CircIT allows you to create custom templates to ensure a consistent look and feel for all terminals.

CircIT key unique features only offered by Tech Logic include:

- CircIT is a client-server solution that can simultaneously read RFID tags with different data models. This is important because ISO has not certified their data standards. So reads are transparent to your patrons when performing Self Check out or staff functions.
- CircIT is the only software that powers our unique Combo Station® Self-Check-Out system and Personal Payment System as a single work station.

CircIT's other key features include:

- CircIT is a client-server solution that is highly scalable.
- Customizable reporting, receipts, screens, and processes.
- Configure self-check-out stations to read both RFID tags and barcodes.
- Perform circulation functions, reads and write RFID tags with one software program.
- Provides for unlimited interface customization

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tiffany Antol, Planning Development Manager
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Approval of Final Plat: Request from True Life Communities PCAZ, for the subdivision of approximately 19.20 acres into 32-single-family residential lots located at 2705 E. Telluride Drive, within the Single-Family Residential (R1) Zone.

RECOMMENDED ACTION:

Staff recommends the City Council approve the final plat and authorize the Mayor to sign both the plat and City/Subdivider Agreement when notified by staff that all documents are ready for recording

Executive Summary:

This is a request for final plat approval for 32-single family lots of an undeveloped tract within the larger Pine Canyon Development.

Financial Impact:

No financial liabilities are anticipated by the approval of this final plat.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

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

REGIONAL PLAN:

Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

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

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

Has There Been Previous Council Decision on This:

The City Council approved the Coconino Ridge at Pine Canyon Preliminary Plat on November 17, 2015.,

Options and Alternatives:

1. Approve the Final Plat, as recommended by staff.
2. Approve the Final Plat with new or modified conditions.
3. Deny the Preliminary Plat based on non-compliance with the approved preliminary plat, the Zoning Code, the Subdivision Code and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

In 1987, the City of Flagstaff annexed 445 acres of land into the city limits in conjunction with a 752-acre development known as Fairway Peaks. After development approvals lapsed for this project a new case was brought forward for what is today Pine Canyon. In June of 2000, the City Council approved a rezoning request and development agreement allowing the development of Pine Canyon, which includes a mixture of condominium, estate twin houses (duplex units), estate homes, clubhouse and recreation facilities, maintenance and storage facilities, and an 18-hole private golf course with accessory facilities, located on approximately 660 acres.

All development, including all subdivision plats, within the property known as Pine Canyon are subject to the requirements of the City's Zoning Code, Subdivision Code and Engineering Standards as well as the ordinance rezoning the property to its current zoning categories and subsequent agreements. The proposed Preliminary Plat meets the requirements of the Zoning Code (City Code Title 10), the Subdivision Code (City Code Title 11), and the Engineering Design Standards and Specification for New Infrastructure (City Code Title 13). The final plat was reviewed and approved by the Inter-Division Staff on October 4, 2016

Community Involvement:

Inform. The existing zoning of the Subject Property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Regulations as part of the final subdivision plat review process.

Attachments: [Coconino Ridge Final Plat Sheet 1](#)
 [Coconino Ridge Final Plat Sheet 2](#)
 [Coconino Ridge Final Plat Sheet 3](#)

DEDICATION:

STATE OF ARIZONA }SS.
COUNTY OF COCONINO }

KNOW ALL MEN BY THESE PRESENTS: TLC PC LAND INVESTORS, L.L.C., HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF COCONINO RIDGE AT PINE CANYON, A SUBDIVISION OF TRACT 3F OF DEER CREEK CROSSING UNIT ONE INSTRUMENT 3450516, RECORDS OF COCONINO COUNTY, LOCATED IN PORTIONS OF SECTIONS 27 & 34, TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE LOTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES THE TRACTS AND EASEMENTS AS SHOWN ON SAID PLAT FOR THE PURPOSES SHOWN.

TRACT D IS HEREBY RESERVED BY TTLC PC LAND INVESTORS, L.L.C. FOR THE HOMEOWNERS ASSOCIATION AS PRIVATE ROADS (TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION) AND PUBLIC UTILITY EASEMENT.

TLC PC LAND INVESTORS, L.L.C. HEREBY GRANTS UNTO THE CITY OF FLAGSTAFF, A MUNICIPAL CORPORATION, A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES, UNDER, OVER AND ACROSS TRACT D. THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO LOCATE, OPERATE, REPAIR, REPLACE, ALTER AND MAINTAIN UNDERGROUND PIPELINES AND UTILITY SERVICES OF ALL TYPES, AND SHALL HAVE THE RIGHT TO INGRESS AND EGRESS ACROSS SAID PROPERTY, AND MAY REMOVE, ALTER OR MAINTAIN VEGETATION, IMPROVEMENTS, OR OBSTRUCTIONS WITHIN THE LIMITS OF THE REAL PROPERTY SUBJECT TO THIS EASEMENT THAT CONFLICT WITH THE PUBLIC UTILITY USES. THE HOMEOWNER'S ASSOCIATION SHALL REMAIN RESPONSIBLE FOR ANY ONGOING MAINTENANCE OF THE SURFACE OF THE REAL PROPERTY SUBJECT TO THIS EASEMENT. TRUE LIFE COMMUNITIES L.L.C. HEREBY COVENANTS TO INDEMNIFY AND SAVE HARMLESS THE CITY OF FLAGSTAFF, ITS EMPLOYEES, CONTRACTORS OR LICENSEES FROM ANY LIABILITIES FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY ARISING OUT OF USE OF THIS PUBLIC UTILITY EASEMENT.

TRACTS A, B, C, & E ARE HEREBY RESERVED BY TLC PC LAND INVESTORS, L.L.C. FOR THE HOMEOWNERS ASSOCIATION AS A PRIVATE DRAINAGE EASEMENT (TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION) AND AS PRIVATE OPEN SPACE (TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION) AND P.U.E..

IN WITNESS WHEREOF: TLC PC LAND INVESTORS, L.L.C., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT _____, ARIZONA, THIS ____ DAY OF _____ 20____.

BY: _____
AIDAN BARRY (MANAGING MANAGER)

ACKNOWLEDGMENT:

STATE OF ARIZONA }SS.
COUNTY OF COCONINO }

ON THIS THE ____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, AIDAN BARRY, MANAGING MEMBER OF TLC PC LAND INVESTORS, L.L.C., WHO ACKNOWLEDGED BY SELF TO REPRESENT TLC PC LAND INVESTORS, L.L.C., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREBY SET FORTH MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OCCUPANCY:

NO CERTIFICATE OF OCCUPANCY FOR ANY RESIDENCE MAY BE ISSUED NOR MAY ANY RESIDENCE ERRECTED IN THIS TRACT BE OCCUPIED UNTIL THE REQUIRED WATER, SEWER, AND ALL OTHER ESSENTIAL UTILITIES ARE INSTALLED AND AN ALL-WEATHER ACCESS ROADWAY TO THE RESIDENCE IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER.

NOTES:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:

- A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
- B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

ALL BUILDING CONSTRUCTION, INCLUDING ACCESSORY BUILDINGS, SHALL BE LIMITED TO A SPECIFIC DEVELOPMENT ENVELOPE FOR EACH LOT AS SHOWN HEREON AND THIS BUILDABLE AREA IS LIMITED TO SETBACKS SHOWN.

ALL ON-LOT AREAS NOT DESIGNATED AS DEVELOPMENT ENVELOPES ARE TO BE MAINTAINED AS PERPETUAL RESOURCE PROTECTION EASEMENTS AND BUFFERYARDS TO BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS (SEE SHEET 3 FOR INDIVIDUAL DEVELOPMENT ENVELOPES). ENVELOPES MAY BE RELOCATED WITHIN SETBACKS PROVIDING NO ADDITIONAL AREA ADDED.

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGSTAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2012 EDITION) - SECTION 13-10-006-0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

DRIVEWAY SLOPES SHALL BE IN ACCORDANCE WITH CITY OF FLAGSTAFF ORDINANCE NO. 2007-13.

NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

ACCESSORY BUILDINGS AND STRUCTURES SHALL EITHER BE CONSTRUCTED WITHIN THE INDIVIDUAL BUILDING ENVELOPES AS SHOWN OR THE INDIVIDUAL OWNER MUST DEMONSTRATE THROUGH A BUILDING PERMIT APPLICATION THAT NO FOREST RESOURCES OR SLOPE RESOURCES GREATER THAN 17% WILL BE REMOVED ON ENCRACHED UPON. ADDITIONALLY, THE BUILDING/STRUCTURE SHALL COMPLY WITH ALL CITY OF FLAGSTAFF REQUIREMENTS REGARDING THE LOCATION, SIZE AND CONSTRUCTION FOR SUCH BUILDING/STRUCTURE.

CITY OF FLAGSTAFF:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE

____ DAY OF _____, 20____.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COMMUNITY DEVELOPMENT DIRECTOR AND CITY ENGINEER, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA ON THE

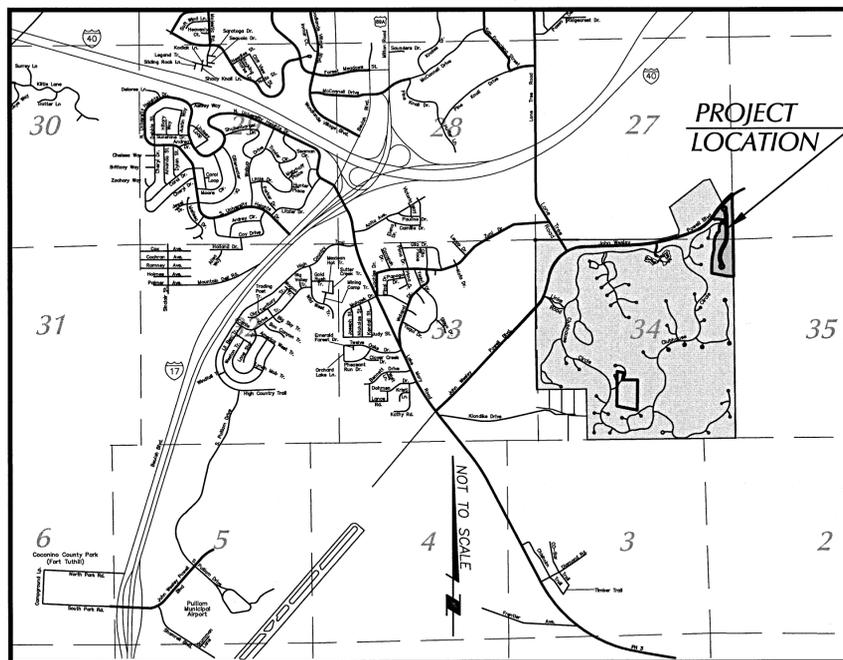
____ DAY OF _____, 20____.

BY: _____ PLANNING DIRECTOR

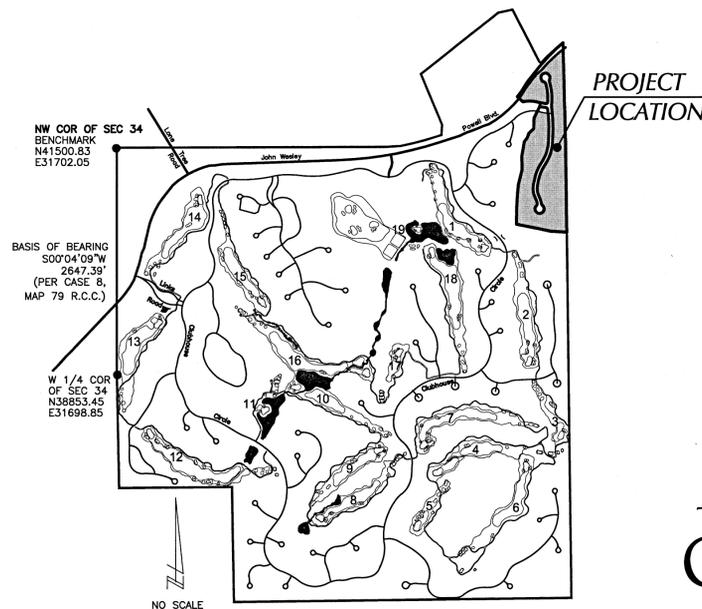
BY: _____ CITY ENGINEER

FINAL PLAT FOR COCONINO RIDGE AT PINE CANYON A 32 LOT SUBDIVISION

A SUBDIVISION OF TRACT 3F
OF DEER CREEK CROSSING UNIT ONE AT PINE CANYON, AS RECORDED
IN INSTRUMENT 3450516, RECORDS OF COCONINO COUNTY
LOCATED IN SECTIONS 27 & 34,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



VICINITY MAP
N.T.S.



NO SCALE



UTILITY COMPANY ACKNOWLEDGMENT

LETTER SENT 8/11/16	DATE
UNISOURCE ENERGY	9/8/16
BY LETTER	DATE
CENTURYLINK	DATE
LETTER SENT 8/11/16	DATE
ARIZONA PUBLIC SERVICE	DATE
BY LETTER	DATE
SUDDENLINK	DATE

PROJECT INFORMATION

PROJECT NAME: COCONINO RIDGE AT PINE CANYON
PROJECT LOCATION: 2696 E. TELLURIDE DR. FLAGSTAFF, AZ. 86001
LATITUDE: 35° 09' 56"
LONGITUDE: 111° 37' 52"
APN NUMBER: 105-22-044
NUMBER OF LOTS: 32
TOTAL ACREAGE: 19.20
PROJECT DENSITY: 1.6 UNITS/ACRE
CURRENT ZONING DISTRICT: R-1
CURRENT USE: VACANT LAND
REGIONAL PLAN DESIGNATION: SUBURBAN EXISTING
PROPOSED USE: SINGLE FAMILY DETACHED
OWNER/DEVELOPER: TLC PC LAND INVESTORS, L.L.C. 1201 E. JOHN WESLEY POWELL BLVD. FLAGSTAFF, ARIZONA 86001 (925-824-4300)

FEMA FLOOD ZONE

THIS PROJECT IS LOCATED IN FEMA ZONE "X" (NO SHADING)

RAINWATER HARVESTING

ALL SINGLE FAMILY DWELLINGS SHALL UTILIZE PASSIVE RAINWATER HARVESTING TECHNIQUES PER THE "RESIDENTIAL RAINWATER HARVESTING: A GUIDE TO WATER-WISE PLANNING AND DESIGN" PUBLICATION PROVIDED BY THE CITY OF FLAGSTAFF.

PRIVATE ROADWAY NOTE

ALL NEW ROADWAYS WITHIN THE SUBDIVISION SHALL BE PRIVATE ROADWAYS, OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. THE ROADS WILL BE LOCATED IN TRACT "D" WHICH IS A PRIVATE ROADWAY EASEMENT AND A PUBLIC UTILITY EASEMENT.

CIVIL ENGINEER OF SUBDIVISION

THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC., 411 W. SANTA FE AVE., FLAGSTAFF, AZ. 86001
MR. ROBERT C. IMPELLITTER (CERTIFICATE NO. 22196)

ADEQUATE WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.

DRAINAGE DETENTION & LID NOTES

ALL DETENTION FOR THIS SUBDIVISION IS PROVIDED FOR IN THE PROPOSED EXTENDED DETENTION POND 5 PER "PINE CANYON DRAINAGE REPORT ADDENDUM FOR THE ESTATES AT PINE CANYON UNIT FIVE IMPROVEMENT PLANS", PREPARED BY SHEPHARD WESNITZER, INC. DATED MARCH 11, 2008 (CONSTRUCTED WITH THIS SUBDIVISION) AND EXISTING DETENTION PONDS 4B, 6B AND 6C PER "DRAINAGE REPORT FOR PINE CANYON", PREPARED BY SHEPHARD WESNITZER, INC. DATED DEC. 3, 2001. LID WILL BE PROVIDED FOR THE NEW ROADWAY IMPERVIOUS SURFACES ONLY IN THE PROPOSED EXTENDED DETENTION POND 5 AND BIO-RETENTION BASIN No. 1, PER "DRAINAGE REPORT ADDENDUM No. 1 FOR THE ESTATES AT PINE CANYON - UNIT FIVE", PREPARED BY MOGOLLON ENGINEERING, DATED APRIL 22, 2013.



I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED AND PREPARED BY ME, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Mogollon ENGINEERING & SURVEYING
 411 W. Santa Fe Avenue, Flagstaff, Az. 86001
 P.O. Box 1952, Flagstaff, Az. 86002
 Phone: 925-214-0214 • Fax: 925-913-0015
 PROJECT NO. 18076
 REVISIONS: 8/11/16 CDF comments
 9/21/16 CDF COMMENTS
 DATE: 9/21/16
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: KVH
 PROJECT: COCONINO RIDGE AT PINE CANYON
 SHEET: 01-DWG
 VERT SCALE: N/A
 HOR SCALE: N/A
 COCONINO RIDGE FINAL PLAT COVER SHEET
 9/21/16
 MESH# 18076

FINAL PLAT

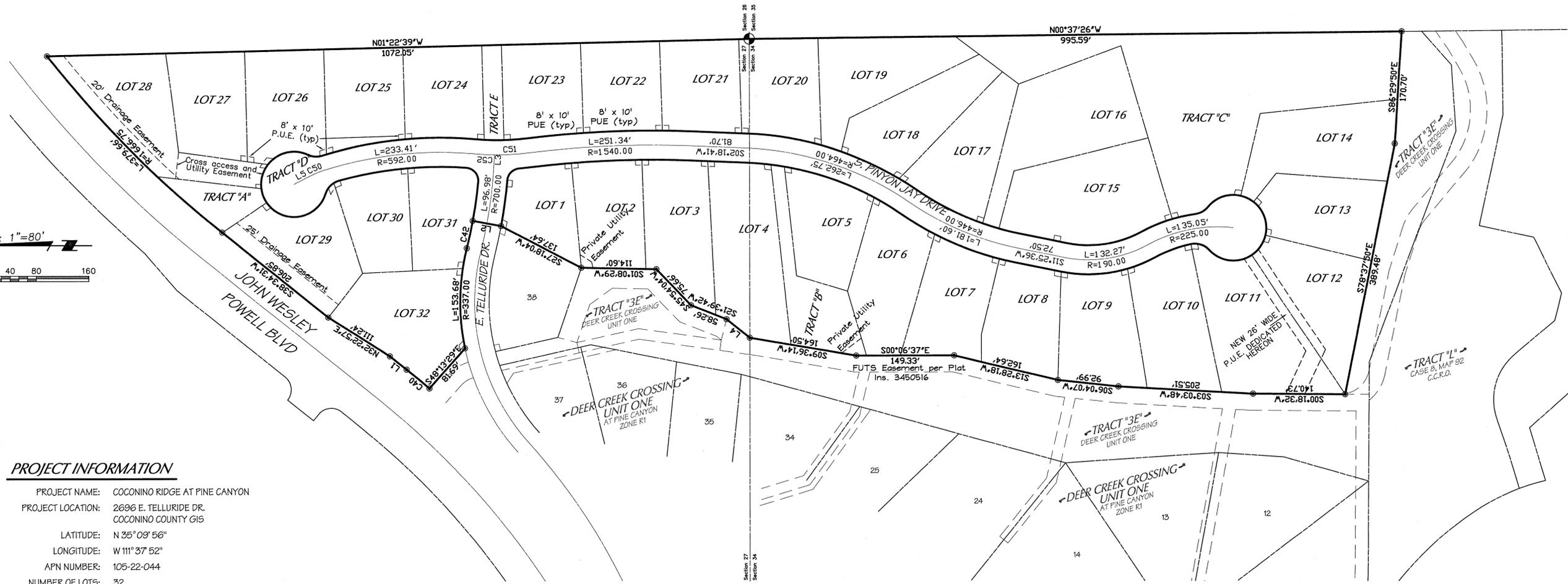
FOR

COCONINO RIDGE

AT PINE CANYON

A 32 LOT SUBDIVISION

A SUBDIVISION OF TRACT 3F
 OF DEER CREEK CROSSING UNIT ONE AT PINE CANYON
 INSTRUMENT No. 3450516, RECORDS OF COCONINO COUNTY
 LOCATED IN PORTIONS OF SECTION 27 & 34,
 TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
 FLAGSTAFF, COCONINO COUNTY, ARIZONA

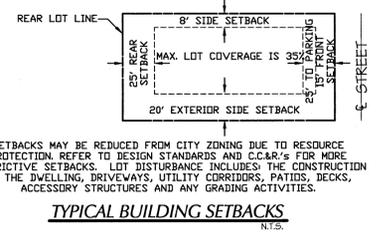


PROJECT INFORMATION

PROJECT NAME: COCONINO RIDGE AT PINE CANYON
 PROJECT LOCATION: 2696 E. TELLURIDE DR.
 COCONINO COUNTY GIS

LATITUDE: N 35° 09' 50"
 LONGITUDE: W 111° 37' 52"
 APN NUMBER: 105-22-044
 NUMBER OF LOTS: 32
 GROSS ACREAGE: 19.20±
 GROSS DENSITY: 1.67 UNITS/ACRE
 NET ACREAGE: 6.3631± (AREA WITHIN SETBACKS)
 NET DENSITY: 5.1 UNITS/ACRE

CURRENT ZONING DISTRICT: R-1
 CURRENT USE: VACANT LAND
 REGIONAL PLAN DESIGNATION: SUBURBAN - EXISTING
 PROPOSED USE: SINGLE FAMILY DETACHED
 OWNER/DEVELOPER: TLC PC LAND INVESTORS, LLC
 1201 E. JOHN WESLEY POWELL BLVD.
 FLAGSTAFF, ARIZONA 86001
 (925-824-4300)



SHEET NO. 2 OF 3

Mogollon ENGINEERING & SURVEYING
 PROJECT NO. 18076
 DATE: 9/21/16
 DESIGNED BY: FN SHEET02.DWG
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

REVISIONS: 9/11/16 COF COMMENTS
 9/21/16 COF COMMENTS
 VERT SCALE: N/A
 HOR SCALE: 1"=80'

PROJECT NO. 18076
 PROJECT LOCATION: COCONINO RIDGE AT PINE CANYON - FINAL PLAT
 DATE: 9/21/16
 DESIGNED BY: FN SHEET02.DWG
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

23550 KENT V. HOTSENPILLER
 ENGINEER
 LICENSE NO. 12114
 ARIZONA, U.S.A.
 Expires on 3/31/18

Mogollon ENGINEERING & SURVEYING
 411 W. Santa Fe Avenue
 Flagstaff, Arizona 86001
 Phone: 928-214-0214

9/21/16
 MES# 18076

FINAL PLAT

FOR

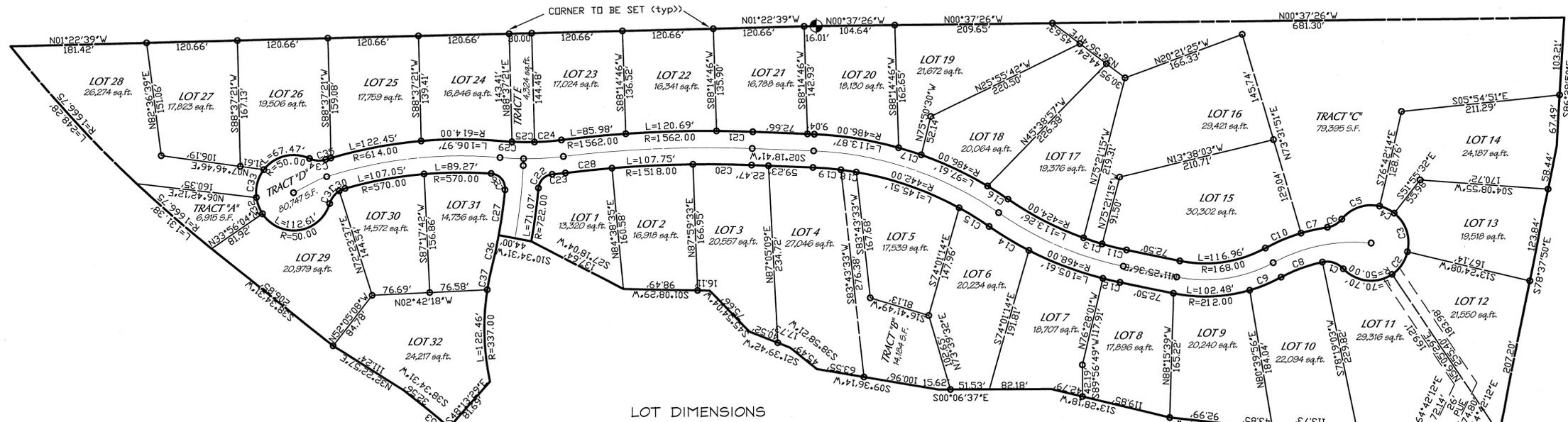
COCONINO RIDGE AT PINE CANYON

A 32 LOT SUBDIVISION

A SUBDIVISION OF TRACT 3F
OF DEER CREEK CROSSING UNIT ONE AT PINE CANYON
INSTRUMENT No. 3450516, RECORDS OF COCONINO COUNTY
LOCATED IN PORTIONS OF SECTION 27 & 34,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

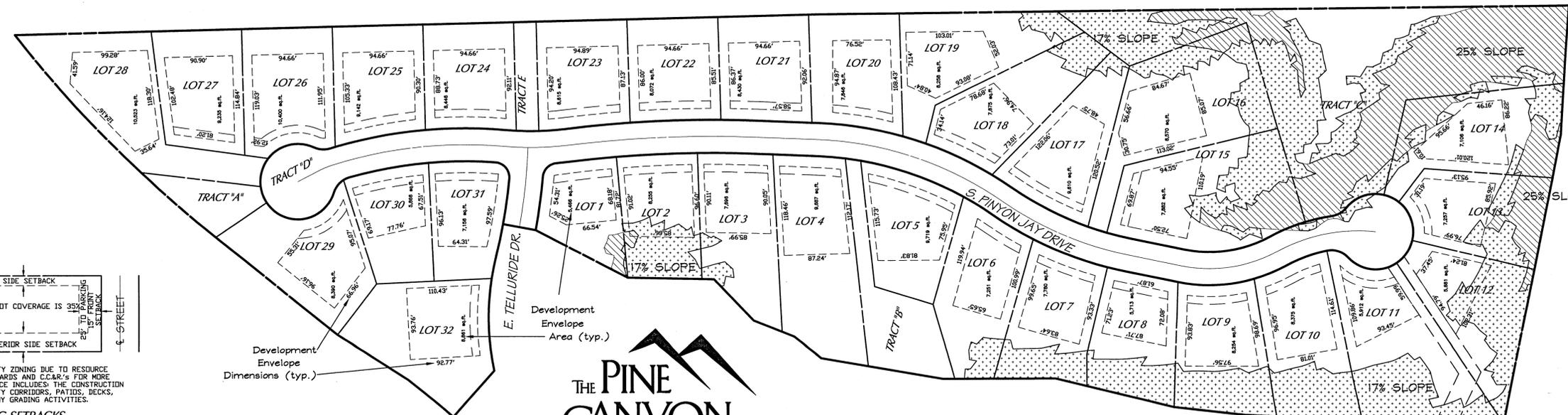
CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	30.84	30.00	58°54'14"
C2	37.25	50.00	42°41'21"
C3	57.01	50.00	65°19'39"
C4	21.62	50.00	24°46'42"
C5	56.01	50.00	64°10'55"
C6	22.42	30.00	42°49'42"
C7	36.26	247.00	08°24'42"
C8	59.05	203.00	16°39'55"
C9	45.11	212.00	12°11'33"
C10	51.70	247.00	11°59'32"
C11	33.35	424.00	04°30'22"
C12	23.55	468.00	02°52'58"
C13	26.04	424.00	03°31'08"
C14	61.40	468.00	07°31'01"
C15	46.91	442.00	06°04'51"
C16	32.17	486.00	03°47'34"
C17	31.55	486.00	03°43'12"
C18	20.68	442.00	02°40'52"
C19	37.19	442.00	04°49'14"
C20	77.90	1518.00	02°56'25"
C21	48.26	1562.00	01°46'13"
C22	28.08	20.00	80°26'01"
C23	17.74	422.00	02°24'33"
C24	35.87	378.00	05°26'11"
C25	30.03	378.00	04°33'05"
C26	31.91	20.00	91°25'18"
C27	60.34	678.00	05°05'56"
C28	62.09	1518.00	02°20'37"
C29	13.92	378.00	02°06'36"
C30	8.50	30.00	16°13'56"
C31	21.50	30.00	41°03'44"
C32	23.12	50.00	26°29'32"
C33	39.45	50.00	45°12'03"
C34	22.04	30.00	42°06'05"
C35	7.19	614.00	00°40'16"
C36	42.57	678.00	03°35'52"
C37	31.22	337.00	05°18'28"
C40	44.98	1262.00	02°02'32"
C42	42.57	678.00	03°35'52"
C50	17.16	100.00	09°49'57"
C51	53.04	400.00	07°35'52"
C52	31.42	400.00	04°30'00"
C53	44.98	1262.00	02°02'32"

LINE TABLE		
LINE	LENGTH	BEARING
L1	32.56	S38°34'31"W
L2	44.00	S10°34'31"W
L3	8.95	S87°21'47"E
L4	45.49	S38°58'21"W
L5	31.82	S27°21'52"E



LOT DIMENSIONS

SETBACKS AND DEVELOPMENT ENVELOPES



SETBACKS MAY BE REDUCED FROM CITY ZONING DUE TO RESOURCE PROTECTION. REFER TO DESIGN STANDARDS AND C.C.&R.'s FOR MORE RESTRICTIVE SETBACKS. LOT DISTURBANCE INCLUDES THE CONSTRUCTION OF THE DWELLING, DRIVEWAYS, UTILITY CORRIDORS, PATIOS, DECKS, ACCESSORY STRUCTURES AND ANY GRADING ACTIVITIES.

TYPICAL BUILDING SETBACKS
N.T.S.



Mogollon ENGINEERING & SURVEYING

23950 KENT V. HOTTENPILLER

Flagstaff, Arizona 86001

Phone: 928-214-0214

9/21/16

MES#13076

DESIGNED BY: DATE: 9/21/16

DRAWN BY: FN SHEET03.DWG

CHECKED BY: VERT SCALE: N/A

HOR SCALE: 1"=80'

REVISIONS: 01/16 COMMENTS

9/21/16 COF COMMENTS

COCONINO RIDGE AT PINE CANYON FINAL PLAT

SHEET NO. 3 OF 3

COF PROJECT #PZ-16-00107

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tiffany Antol, Planning Development Manager
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-38: A public hearing, consideration and adoption of an Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 112.90 acres of land located at 3425 West Route 66, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Rural Residential (RR); providing for severability, authority for clerical corrections, and establishing an effective date. ***(Timber Sky Annexation)***

RECOMMENDED ACTION:

At the November 1, 2016 Council Meeting

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2016-38 by title only for the first time
- 3) City Clerk reads Ordinance No. 2016-38 by title only for the first time (if approved above)

At the November 15, 2016 Council Meeting

- 4) Read Ordinance No. 2016-38 by title for the final time
- 5) City Clerk reads Ordinance No. 2016-38 by title for the final time (if approved above)
- 6) Adopt Ordinance No. 2016-38

Executive Summary:

Timber Sky Annexation

An Annexation request of approximately 112.90 acres located at 3425 West Route 66. The property is identified as Coconino County Assessor's Parcel Number 112-01-021 and includes adjacent right-of-way for West Route 66.

The Planning and Zoning Commission conducted public hearings to consider the annexation request. The Commission voted (6-0) to forward the request with a recommendation of approval.

Financial Impact:

The proposed Timber Sky development includes substantial public infrastructure that will ultimately be maintained by the City including the provision of daily services to the residents of Timber Sky. In general, the cost of maintenance and services to an area can be based on the benefit theory of taxation. When residential property is taxed soundly, over a period of time, it tends to be revenue neutral. Residential development is an essential element of the entire economic picture for the City.

The proposed Timber Sky project will provide a series of infrastructure improvements provided entirely by the applicant as well as in conjunction with the City of Flagstaff. Improved roadways, upgraded and

extended sewer lines and additional water resources infrastructure are required for the development of this site. Many of these resources will be dedicated to the City of Flagstaff for continued maintenance and operation.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- Ensure Flagstaff has a long-term water supply for current and future needs
- Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- Provide a well-managed transportation system
- Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

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

Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

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

Background/History:

A request by Vintage Partners (VP 66 & Woody Mountain, LLC) to annex approximately 112.90 acres located south of West Route 66 and north of I-40 between Woody Mountain Road and Flagstaff Ranch Road. The property subject to the annexation is Assessor's Parcel Number 112-01-021. The parcel is primarily vacant and was once part of the McAllister Ranch holdings. The site maintains significant forest, slope, and rock outcropping resources. The parcel is located within the Urban Growth Boundary as shown in the *Flagstaff Regional Plan 2030 (FRP 2030)*.

The *FRP 2030* designates this parcel as a mixture of Future Suburban and Future Employment area types. A portion of this parcel is also located within the pedestrian shed of a Suburban Activity Center located at the intersection of West Route 66 and Flagstaff Ranch Road. The Suburban area type allows a density range from two (2) to ten (10) residential units per acre with increased densities preferred within the pedestrian shed of six (6) residential units per acre or greater. The Employment area type is intended to provide for new manufacturing, research and development, flex space, industry incubators, professional office, and similar uses that range from high-intensity, mixed-use office centers, large business parks, warehouses, and distribution facilities to manufacturing and other heavy industrial areas. An Employment Center may include mixed-use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light industrial; heavy-industrial; and live-work spaces.

This annexation is the first of a three-step process. The second being a Concept Zoning Map Amendment request to zone the subject parcel and the adjacent parcel to a combination of High Density Residential, Medium Density Residential, Single-family Residential, Commercial Services and Public Open Space for a 1,300 unit master planned community. The Concept Zoning Map Amendment application processed concurrently with this application will not become effective until after the annexation is completed. A full Concept Zoning Map Amendment policy analysis can be found in that

staff report. The third part of this request is approval of a Preliminary Block Plat for the entire development site.

Key Considerations:

Annexations are adopted by the City Council via ordinance. Ordinance No. 2016-38 annexes 112.90 acres located at 3425 West Route 66 and the adjoining West Route 66 right-of-way into the City of Flagstaff.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning and Zoning Commission Staff Report, dated September 28, 2016. Annexing this property provides for extended development opportunities in western Flagstaff and provides necessary infrastructure improvements to support future development.

Community Involvement:

Inform/Consult

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors.

The applicant held two neighborhood meetings in regards to this case. The first meeting was Tuesday, December 8, 2015, between 6:00pm and 8:00pm, at the Kilted Cat. Twenty-nine individuals attend the first meeting. The second meeting was held Monday, January 11, 2016, also between 6:00pm and 8:00pm, at the Doubletree Hotel. Sixteen individuals attended this second meeting. Attendees had questions and concerns in regards to traffic and public safety, outdoor lighting impacts, impacts to wildlife, protection of forest resources and general project design. A citizen participation report was prepared in relation to the comments and concerns presented dated March 10, 2016 and is attached to the Concept Zoning Map Amendment report for review .

The Planning & Zoning Commission held public hearings on Wednesday, September 28, 2016 and October 12, 2016 at 4 pm. At the first public hearing, three members of the public spoke on the subject cases. Concerns were presented in relation to potential downstream stormwater impacts and traffic impacts. At the second hearing, 11 member of the public spoke on the subject case. Nine of those that spoke were in favor of the project. Two presented concerns in relation to drainage and traffic.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Annexation as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2016-38.
- The City Council may approve the Annexation with conditions of approval.
- The City Council may deny the Annexation.

Attachments: [Annexation Application](#)
 [P&Z Staff Report](#)
 [Annexation Legal Description](#)
 [Public Hearing Notice](#)
 [Letter from Coconino County](#)
 [Timber Sky Annexation Ordinance](#)



City of Flagstaff

211 W. Aspen Ave P: (928) 213-2618
 Flagstaff, AZ 86001 F: (928) 779-7684
 www.flagstaff.az.gov

Community Development Division

FEB 10 2016

DEC 17 2015

ANX

Date Received		Application for Annexation		File Number DEV15-036
Property Owner(s) VP 66 & Woody Mountain, LLC	Title	Phone 602-459-9925	Email duane@vintagevp.com	
Mailing Address 2502 East Camelback Rd., Suite 214			City, State, Zip Phoenix, Arizona, 85016	
Applicant Bergin, Frakes, Smalley & Oberholtzer, PLLC	Title	Phone 602-888-7860	Email coberholtzer@bfsolaw.com	
Mailing Address 4455 East Camelback Road, Suite A-205			City, State, Zip Phoenix, Arizona, 85018	
Project Representative Carolyn Oberholtzer	Title	Phone 602-888-7860	Email coberholtzer@bfsolaw.com	
Mailing Address 4455 East Camelback Road, Suite A-205			City, State, Zip Phoenix, Arizona, 85018	

Site Address 3425 W. Route 66 <i>3801 W Rt 66</i>	Parcel number(s) 112-01-021	Subdivision, Tract & Lot Number N/A
Existing Zoning District G	Existing Regional Plan Land Use Category Future Suburban and Future Employment	
Proposed Zoning District RR	Proposed Regional Plan Land Use Category No Change	
Present Use Undeveloped	Proposed Use Residential Planned Community	

Summarize Reason for Request (Attach additional sheets if necessary):
 VP 66 & Woody Mountain, LLC ("Owner"), owns approximately 197.6 acres located west of the southwest corner of Route 66 and Woody Mountain Road. Currently, the eastern 90.42 acres of the property are within the City of Flagstaff's municipal boundaries. Owner desires to pursue the annexation of the remaining 107.16 acres into the City to plan and develop both properties in a single jurisdiction as the Woody Mountain master planned community, a diverse residential project. Upon annexation and development, Woody Mountain will bring an additional tax base to the City and help to complete the infrastructure in the City's west side. Also, because the City has plans to annex the future McAllister Public Works site just north of Route 66, this annexation will provide for more consistent City boundaries on both sides of the regionally significant route. See Attached Narrative for Further Description

Note:
 Indicate how the annexation will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If a modification to the Regional Land Use and Transportation Plan or a Zoning Map Amendment is requested, clearly state the reasons for such changes (a separate application is required).

Property Owner Signature <i>[Signature]</i>	Date 4/16/15	Applicant Signature <i>[Signature]</i>	Date 4/16/15
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For City Use			
Date Filed: 4/21/15	Fee Receipt Number:	Amount: 1788 ⁰⁰	Date: 4-21-15
Type of Request: <input type="checkbox"/> Annexation		<input type="checkbox"/> Continued	
Publication and Posting Date(s):		File Number:	
Action by Planning and Zoning Commission:		Action by City Council	
Hearing Date:		Hearing Date:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Continued	<input type="checkbox"/> Approved	<input type="checkbox"/> Continued
<input type="checkbox"/> Denied		<input type="checkbox"/> Denied	

Staff Assignments	Planning <i>Jibeny</i>	Engineering <i>Dana</i>	Fire <i>Kent</i>	Stormwater <i>Chris</i>	Utilities/PW <i>Jim</i>
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PSPP 2013 0018

PLANNING AND DEVELOPMENT SERVICES DIVISION
ANNEXATION REPORT

PUBLIC HEARING
PZ-15-00115-02

DATE: **September 20, 2016**
MEETING DATE: **September 28, 2016**
REPORT BY: **Tiffany Antol, AICP**

REQUEST:

An annexation request of approximately 112.90 acres located at 3425 West Route 66. The property is identified as Coconino County Assessor's Parcel Number 112-01-021. This annexation request is the first part of a three-part request. The second is a Concept Zoning Map Amendment and the third is a Preliminary Block Plat.

STAFF RECOMMENDATION:

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

PRESENT LAND USE:

The subject site consists of mostly undeveloped land in the General (G) Zone under Coconino County jurisdiction. A former ranch house and accessory structures is centrally located within the project boundaries.

PROPOSED LAND USE:

If this annexation is approved, the property will be designated with Rural Residential (RR) zoning within Lighting Zone I. The accompanying zoning map amendment will change the zoning on the property from the Rural Residential (RR) Zone to a mix of High Density Residential (HR), Medium Density Residential (MR), Single-family Residential (R1), Commercial Service (CS) and Public Open Space (POS) for a 1300 dwelling unit development called Timber Sky. The property will also be placed in the Resource Protection Overlay (RPO) zone as part of the Zoning Map Amendment.

NEIGHBORHOOD DEVELOPMENT:

North: W Route 66; Clay Avenue Wash Detention Basin owned by the City of Flagstaff in the Rural Residential (RR) Zone.
East: Vacant land in the Rural Residential (RR) Zone and General (G) Zone under Coconino County jurisdiction.
South: I-40; W.L. Gore Woody Mountain Campus in the Research and Development (RD) Zone.
West: Vacant land and an APS substation in the Commercial Heavy (CH-10,000) Zone, Vacant Land and the Coca-Cola Plant in the Light Industrial (M1-10,000) Zone and Vacant Land in the General (G) Zone all under Coconino County jurisdiction.

REQUIRED FINDINGS:

The Commission shall find that the requested annexation complies with Section 9-471 of the Arizona Revised Statutes; the applicable goals and policies set forth in the City's General Plan, "Flagstaff Regional Plan 2030"; and Division 10-20.90 of the *Flagstaff Zoning Code*.

STAFF REVIEW:

INTRODUCTION/BACKGROUND:

A request by Vintage Partners (VP 66 & Woody Mountain, LLC) to annex approximately 112.90 acres located south of West Route 66 and north of I-40 between Woody Mountain Road and Flagstaff Ranch Road. The property subject to the annexation is Assessor's Parcel Number 112-01-021. The parcel is primarily vacant and was once part of the McAllister Ranch holdings. The site maintains significant forest, slope, and rock outcropping resources. The parcel is located within the Urban Growth Boundary as shown in the *Flagstaff Regional Plan 2030 (FRP 2030)*.

The *FRP 2030* designates this parcel as a mixture of Future Suburban and Future Employment area types. A portion of this parcel is also located within the pedestrian shed of a Suburban Activity Center located at the intersection of West Route 66 and Flagstaff Ranch Road. The Suburban area type allows a density range from 2 to 10 residential units per acre with increased densities preferred within the pedestrian shed of 6 residential units per acre or greater. The Employment area type is intended to provide for new manufacturing, research and development, flex space, industry incubators, professional office, and similar uses that range from high-intensity, mixed-use office centers, large business parks, warehouses, and distribution facilities to manufacturing and other heavy industrial areas. An Employment Center may include mixed-use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light industrial; heavy-industrial; and live-work spaces.

This annexation is the first of a three-step process. The second being a Concept Zoning Map Amendment request to zone the subject parcel and the adjacent parcel to a combination of High Density Residential, Medium Density Residential, Single-family Residential, Commercial Services and Public Open Space for a 1300 unit master planned community. The Concept Zoning Map Amendment application processed concurrently with this application will not become effective until after the annexation is completed. A full Concept Zoning Map Amendment policy analysis can be found in that staff report. The third part of this request is approval of a Preliminary Block Plat for the entire development site.

ARIZONA STATE STATUTE COMPLIANCE:

State statutes only allow the City to adopt a zoning classification that permits densities, intensities, and uses no greater than those permitted by the County immediately before the annexation. The current county zoning is G, General that requires ten-acre minimum lot size. The most similar city zoning district is the RR, Rural Residential District, which provides for one dwelling unit per acre where utility infrastructure and public roads are available and five dwelling units per acre where utility infrastructure and public roads are not available.

FLAGSTAFF REGIONAL PLAN 2030 CONFORMANCE:

Policy/Analysis

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

The Regional Plan establishes growth boundaries to reduce sprawl development, and where possible, to promote a more compact development pattern with efficient infrastructure within the City. Outward expansion may be a demonstrated growth need in balance with infill development. Undeveloped lands within the urban growth boundary are excellent locations for such expansions. The Flagstaff West Side Small Area Plan and Infrastructure Study was prepared in 1999 as an update of the 1989 West Side Study Area Concept Plan. These plans examined the current and future infrastructure needs of the area as well as provided updates to the land use plans for the area. By directing growth to well-defined, contiguous areas, development is more efficiently served; open lands and natural resources can be better protected; public facilities and services can be delivered more effectively; and neighborhoods can provide a greater range of options for housing types. The following policies are considered by staff to be the most pertinent to this annexation:

FRP 2030

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

Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Summary of Regional Plan & Annexation Compliance

This parcel is located within the Urban Growth Boundary and all infrastructure necessary to serve the development will be provided upon annexation. The proposed annexation is consistent with the goals and policies of the *Flagstaff Regional Plan 2030* and furthermore the application complies with all the requirements set forth in the Arizona Revised Statutes related to annexations.

PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS:

Traffic/Access/Pedestrian/Bicycle Impact

The site is bounded on the north by West Route 66, on the east by Woody Mountain Road, and on the south by Interstate 40. Vehicular access to the site will be provided from West Route 66 and Woody Mountain Road. A Traffic Impact Analysis was prepared for the applicant by CivTech, Inc. to demonstrate the anticipated traffic volumes generated from the proposed development. The City Traffic Engineer has reviewed the TIA and subsequently accepted the results subject to conditions. ADOT has also reviewed and conditionally approved the TIA. The results of the TIA and specific roadway requirements will be addressed in the subsequent reports for the Concept Zoning Map Amendment and Preliminary Block Plat.

The project site is not currently serviced by transit. This area is identified in the *FRP 2030* for future service. Pedestrian and bicycle access to the subject property is limited. There are currently no sidewalks along West Route 66 or Woody Mountain Road near this project. Bike lanes are provided along West Route 66 up to Woodlands Village Boulevard beyond which a striped shoulder exists continuing out to the subject property. Future access for both pedestrians and bicycles will be possible through Presidio in the Pines into Boulder Pointe and beyond once the roadways within Presidio in the Pines are fully constructed.

Water System Analysis

A Water and Sewer System Analysis was prepared on behalf of the City. The closest source of Zone A+ water for this site are an 18" waterline located within West Route 66 along the northern property boundary and a 12" waterline located in Woody Mountain Road. These existing Zone A+ waterlines are fed by the

Railroad Springs tank and a booster pump located in Railroad Springs Subdivision. A minimum of three connections will need to be made to the existing distribution system for this development. The applicant is proposing and will be required to provide a looped water system from West Route 66 to Woody Mountain Road. The applicant will also be required to allow for future accessibility to adjacent undeveloped parcels. The proposed development plan associated with this request creates water supply demands that the current City of Flagstaff water resources cannot provide. The applicant will be required to construct a well or multiple wells necessary to meet the proposed developments' average daily usage and dedicate the well(s) to the City of Flagstaff. This will also be covered in more detail in the subsequent reports.

Sewer System Analysis

The Water and Sewer System Analysis identified two possible connection points to the City sewer system. The nearest existing sewer line is located along Woody Mountain road where there is an 8' PVC sewer main. The second is the yet-to-be constructed Westside Sewer line extension to the existing 18" PVC sewer interceptor located in Adirondack Avenue. The Rio De Flag Wastewater Treatment Plant, which is currently operating below maximum capacity, will treat all sewage collected in these lines. Modification to the existing sewer collection system will be required for the applicants proposed development plan. The first improvement includes replacement of the 8" sewer line with an 18" sewer line for a stretch of approximately 3,100 feet along Thompson Street and West Kaibab. This is a planned City of Flagstaff project that is budgeted for fiscal year 2021. The second off-site sewer improvement includes installation of the 18" sewer line connecting Adirondack Avenue to the project site. This reach of the proposed Westside Sewer Line Extension is approximately 5,170 feet in length and runs along the Clay Avenue Wash adjacent to the McAllister Ranch. The City of Flagstaff will be extending the Westside Sewer Line to within 300 feet of West Route 66 in order to serve the Cores Services facility located north of the subject site.

Stormwater

A Preliminary Drainage Report and Drainage Impact Analysis has been prepared for property. In lieu of a downstream analysis, the project has elected to store the volumetric flow difference between the pre-development conditions and the post-development conditions on-site. Timber Sky will have an open space corridor that will manage major portions of the stormwater on the project site. LID requirements will be met per City standards. The Stormwater Manager has provided preliminary acceptance of the proposed on-site mitigation and LID methods.

Parks and Recreation:

The City of Flagstaff Parks and Recreation Organizational Master Plan identifies a future community scale park (20+ acres) within the westside area. The current Flagstaff Regional Plan 2030 does not identify a park at this location. While zoning regulations do require some type of open space areas, they do not require the dedication of land and facilities for the development of public parks.

The Zoning Code requires residential developments with 50 or more dwelling units to provide a minimum of five percent of the site in civic spaces that are either privately held and open to the public or publicly owned and set aside as a civic space. Development with the High Density Residential and Medium Density Residential require a total of 15% open space be provided as well. Any project developed as a Planned Residential Development also requires 15% open space. Resource preservation such as floodplains, slopes, and forests may be used to satisfy this standard and includes active and passive recreation uses, landscape areas, and community gardens. The applicant has provided more detailed open space and civic space allocations as part of their Concept Zoning Map Amendment request.

In order to offset the parks and recreation demands of the proposed development, on-site active and passive recreation amenities have been incorporated into the community to meet the civic and open space requirements. Those amenities include a clubhouse, pickle ball court, walking trails, BBQ grills, picnic tables and a pavilion, the locations of which will be determined through site plan review. The developer will also be required to provide Flagstaff Urban Trail System (FUTS) improvements along the West Route 66 frontage and through the open space corridor to the southwestern portion of the of the property and an in-lieu contribution to the portion of the FUTS along Woody Mountain Road as part of the roadway edge improvements.

Schools:

The proposed development of the subject site is anticipated to increase students within the local school district. The project has been reviewed by Flagstaff Unified School District (FUSD), which has stated that Marshall Elementary is not accepting additional students at this time so elementary students from this project will need to attend either Sechrist or Kinsey elementary schools or in the future the FUSD may re-district the school boundaries to assure efficiencies.

Fire Protection:

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

ZONING REQUIREMENTS FOR PROPOSED ZONING:

As was noted above, if annexed, the property will need to be brought into the City as a zone similar to the existing County zoning. In this case, the City's RR, Rural Residential Zone, best matches the county G, General Zone. Arizona statutes require that once annexed, the zoning is to remain in place for a period of 30 days. As a result, an ordinance modifying the zoning must include an effective date 30 plus days after the annexation ordinance becomes effective. The Concept Zoning Map Amendment application and the staff report have been provided in conjunction with this application and will explain the proposed High Density Residential (HR) Zone, Medium Density Residential (MR) Zone, Single-family Residential (R1) Zone, Commercial Service (CS) Zone, and Public Open Space (POS) Zone.

OTHER REQUIREMENTS:

Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors.

The applicant held two neighborhood meetings in regards to this case. The first meeting was Tuesday, December 8, 2015, between 6:00pm and 8:00pm, at the Kilted Cat. Twenty-nine individuals attend the first meeting. The second meeting was held Monday, January 11, 2016, also between 6:00pm and 8:00pm, at the Doubletree Hotel. Sixteen individuals attended this second meeting. Attendees had questions and concerns in regards to traffic and public safety, outdoor lighting impacts, impacts to wildlife, protection of forest resources and general project design. A citizen participation report was prepared in relation to the comments

and concerns presented dated March 10, 2016 and is attached to the Concept Zoning Map Amendment report for review.

RECOMMENDATION:

Two public hearings are required for the associated Concept Zoning Map Amendment because the development includes more than 300 residential dwelling units.

At the September 28, 2016 Commission meeting staff recommends opening the public hearing and continuing the hearing until October 12, 2016.

For the October 12, 2016 Commission meeting staff recommends that the Commission forward the annexation request to the City Council with a recommendation of approval.

ATTACHMENTS:

- Application
- Annexation Legal Description and Map
- Public Hearing Legal Advertisements
- Letter from Coconino County in regards to right-of-way
- Heritage Preservation Commission Report dated 2-26-16

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel of land described in Instrument No. 3700862, Records of Coconino County, Arizona (RCC), herein after referred to as Parcel A, and a portion of U.S. Highway 66, situated in the west half of Section 19, Township 21 North, Range 7 East, and the east half of Section 24, Township 21 North, Range 6 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING for reference at a found United States Department of Agriculture brass cap at the quarter common to said sections;

Thence South $00^{\circ}19'17''$ West, 662.98 feet along the line common to said sections to a found 1" iron pipe on the existing corporate boundary of the City of Flagstaff, Arizona, and the POINT OF BEGINNING;

Thence South $00^{\circ}18'19''$ West, 663.18 feet along said common section line and said corporate boundary to a found 1" iron pipe;

Thence South $00^{\circ}12'37''$ West, 264.56 feet along said common section line and said corporate boundary to a found 1/2" rebar with cap marked "RLS 18215 at a point of non-tangency on the southerly line of said Parcel A and the northerly line of U.S. Interstate Highway 40 at a point of non-tangency through which a radial line bears South $15^{\circ}10'12''$ West;

Thence northwesterly, 842.38 feet along said southerly and northerly lines along the arc of a 9,798.23 foot radius curve, concave to the northeast, having a central angle of $04^{\circ}55'33''$ to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" at a point of compound curvature through which the back radial bearing bears South $20^{\circ}05'45''$ West and the forward radial bearing bears South $19^{\circ}23'57''$ West;

Thence northwesterly, 280.77 feet along said southerly and northerly lines along the arc of a 11,103.47 foot radius curve, concave to the northeast, having a central angle of $01^{\circ}26'56''$ to a found brass cap marked "AZ HWY DEPT 1966 ELEV 7076.133";

Thence North $69^{\circ}11'00''$ West, 293.93 feet along said southerly and northerly lines to a found cap marked "LS 21061 at the southwest corner of said Parcel A and southeast corner of an Arizona Public Service Company parcel;

Thence North $00^{\circ}08'31''$ East, 351.95 feet along the east line of said Arizona Public Service Company parcel and the west line of said Parcel A to a found 5/8" rebar at the northeast corner of said Arizona Public Service Company parcel and the southeast corner of that parcel described in Instrument No. 3423804, RCC;

Thence North $00^{\circ}08'31''$ East, 676.53 feet along the east line of said parcel described in Instrument No. 3423804 and the west line of said parcel A to a found 2" aluminum cap

marked "NES LS 14671" at the northeast corner of said parcel described in Instrument No. 3423804 and the southeast corner of Lot 11, Flagstaff Ranch Business Park Unit Two, Instrument No. 3457467, RCC;

Thence North 00°08'31" East, 103.98 feet along the east line of said Lot 11 and said west line of Parcel A to a found 1-1/2" aluminum cap marked ARENCO PE 971 LS 4321;

Thence North 00°51'16" West, 132.89 feet along said east and west lines to a found 2" aluminum cap marked "NES LS 14671 at the northeast corner of said Lot 11 and the southeast corner of Lot 10 of said Flagstaff Ranch Business Park

Thence North 01°03'29" West, 237.96 feet along the east line of said Lot 10 and said west line of parcel A to a found 1/2" rebar and cap marked "RLS 18215" at the northeast corner of said Lot 10 and the southeast corner of that parcel described in Instrument No. 3445762, RCC;

Thence North 00°59'31" West, 278.78 feet along the east line of said parcel and the west line of said Parcel A to a found cap marked "RLS 25083 at the northeast corner of said parcel described in Instrument No. 3445762 and the southeast corner of that parcel described in Instrument No. 3075167, RCC;

Thence North 01°00'03" West, 58.30 feet along the east line of said parcel described in Instrument No. 3075167, RCC to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southwest corner of that parcel described in Instrument No. 3485184, RCC;

Thence South 72°48'08" East, 631.20 feet along the southerly line of said parcel and the northerly line of said Parcel A to a found 1/2" rebar with cap marked "LS 16630 RLS 18215" at a corner of said Parcel A and the southeast corner of that parcel described in Instrument No. 3485184, RCC;

Thence North 18°08'54" East, 593.97 feet along the east line of said parcel and the west line of said Parcel A to a found 2" aluminum cap marked "NES LS 14671" on the southerly line of U.S. Highway 66;

Thence North 17°12'44" East, 131.92 feet to a point on the northerly line of U.S. Highway 66;

Thence South 72°47'16" East, 519.61 feet along said northerly line to a found 2" diameter aluminum cap at the intersection of said northerly line and the section line common to said Sections 24 and 19;

Thence South 72°44'19" East, 1356.01 feet along said northerly line to a found 1-1/2" diameter aluminum cap marked "ARENCO PE 971 LS 4321" at the intersection of said northerly line and the existing corporate boundary of the City of Flagstaff, Arizona;

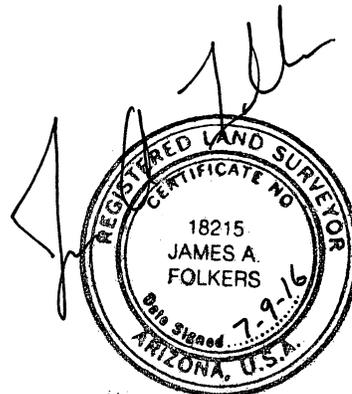
Thence South 01°06'37" East, 138.97' along said existing corporate boundary of the City of Flagstaff, Arizona, to a found 1-1/2" aluminum cap marked "ARENCO PE 971 LS 4321" at the intersection of said corporate boundary and the southerly line of said U.S. Highway 66;

Thence South 00°25'10" East, 1,172.77 feet along said existing corporate boundary of the City of Flagstaff, Arizona;

Thence South 89°47'20" West, 1,274.74 feet along said existing corporate boundary of the City of Flagstaff, Arizona to the POINT OF BEGINNING.

CONTAINING 4,918,067 square feet (112.90 acres), more or less, as shown on the Exhibit A drawing which is attached hereto and made a part hereof.

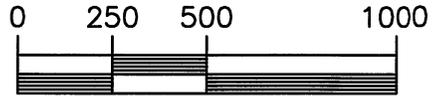
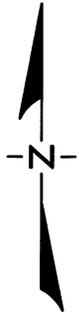
Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 114050



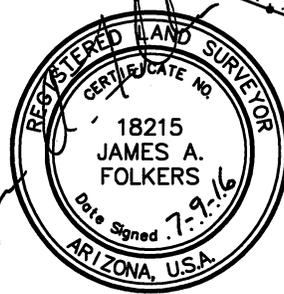
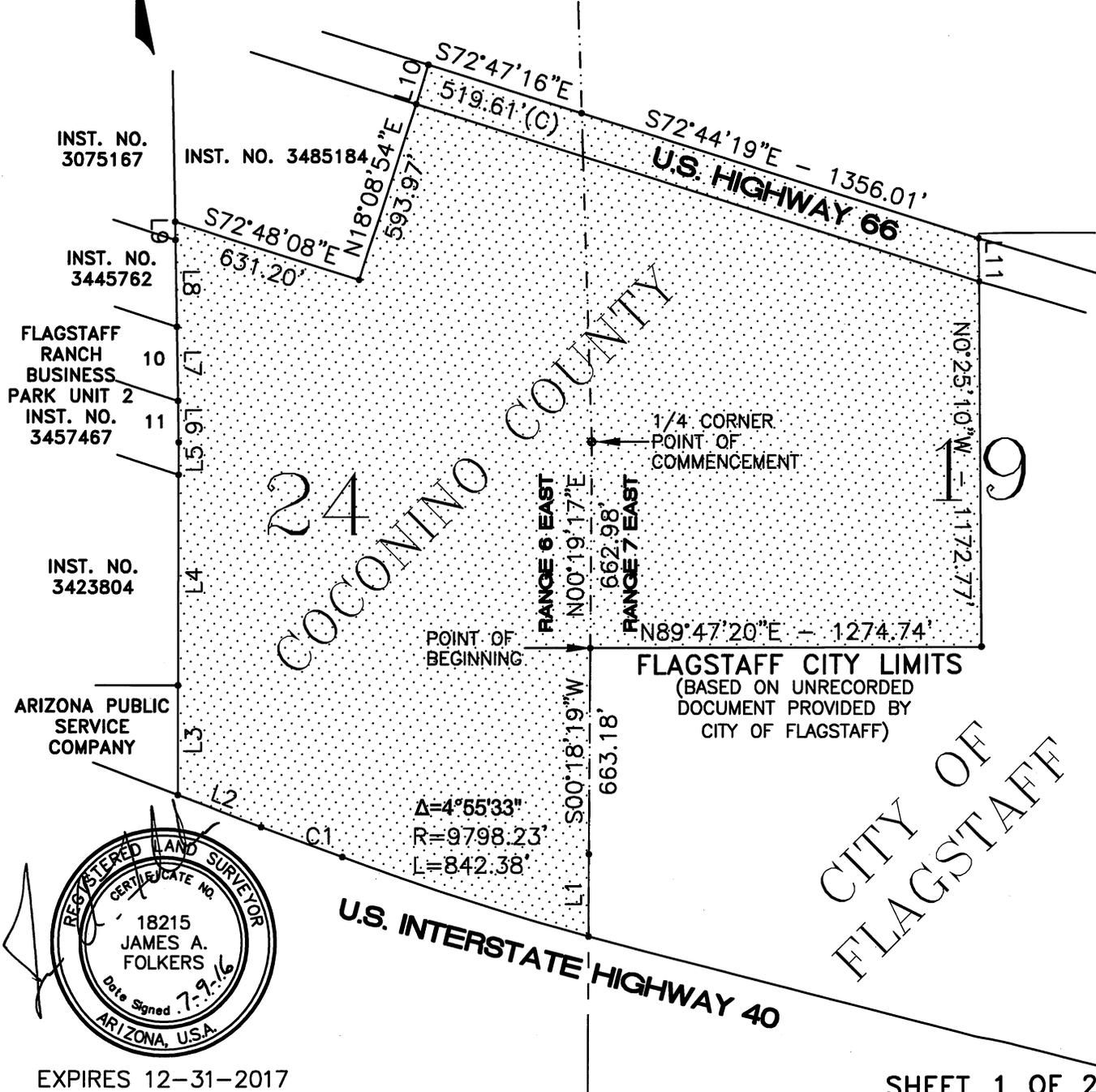
EXPIRES 12-31-2017

EXHIBIT "A"

PORTIONS OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST,
AND SECTION 19. TOWNSHIP 21 NORTH, RANGE 7 EAST,
GILA AND SALT RIVER MERIDIAN,
CITY OF FLAGSTAFF & COCONINO COUNTY, ARIZONA,
CONTAINING 4,918,067 FT. (±112.90 ACRES)



SCALE: 1" = 500'



EXPIRES 12-31-2017

SHEET 1 OF 2

DRAWN BY: JAF
 DATE: 6-2016
 FN: ANNEX EX
 PROJECT NO.: 114050

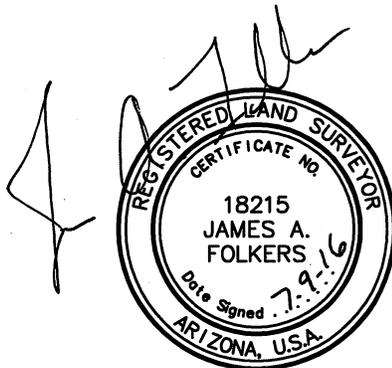
WOODSON
ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 PHONE: (928) 774-4636 FAX: (928) 774-4646

PROPOSED ANNEXATION

EXHIBIT "A"

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S00° 12' 37"W	264.56'
L2	N69° 11' 00"W	293.93'
L3	N00° 08' 31"E	351.95'
L4	N00° 08' 31"E	676.53'
L5	N00° 08' 31"E	103.98'
L6	N00° 51' 16"W	132.89'
L7	N01° 03' 29"W	237.96'
L8	N00° 59' 31"W	278.78'
L9	N01° 00' 03"W	58.30'
L10	N17° 12' 44"E	131.92'
L11	S01° 06' 37"E	138.97'

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C1	01°26'56"	11,103.47'	280.77'



EXPIRES 12-31-2017

SHEET 2 OF 2

DRAWN BY: JAF
 DATE: 6-2016
 FN: ANNEX EX
 PROJECT NO.: 114050

WOODSON
ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 PHONE: (928) 774-4636 FAX: (928) 774-4646

PROPOSED ANNEXATION

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold public hearings on Wednesday, September 28, 2016 and October 12, 2016 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, November 1, 2016, at 6:00 p.m. to consider the following:

A. Explanation of Matters to be Considered:

1. A proposed annexation of approximately 112.90 acres of land into the City of Flagstaff as described in Part B below in addition to a portion of the W Route 66 right-of-way. The annexation is requested in order to incorporate an existing parcel of land and adjacent rights-of-ways into the City limit for a 1300 residential dwelling unit development known as Timber Sky.

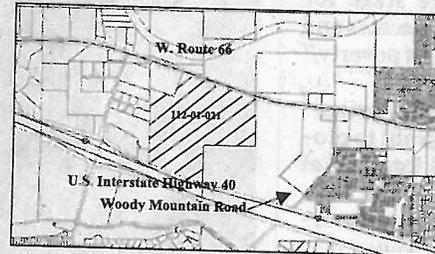
B. General Description of the Affected Area:

Approximately 112.90 acres located at 3425 W Route 66, Coconino County Assessor's Parcel Number 112-01-021 and a portion of the W Route 66 right-of-way, located in the west half of Section 19, T21N, R6E, of the G&SRM, Coconino County, Arizona, as shown on the adjacent map.

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

Unless otherwise posted, all meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona

PROPOSED ANNEXATION MAP



☐ Area of proposed annexation

ADDRESS: 3425 W Route 66
APNs: 112-01-021
ACRES: Approximately 112.90 Acres
Coconino County



For further information, please contact:

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

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

Publish: September 10, 2016



Mike Lopker
Interim Director

Lucinda Andreani
Deputy Director

Scott Tkach, PE
County Engineer

Carl Fuller
Road Maintenance
Superintendent

Byron Browning
Fleet Services Manager

Minerva Ramirez-Lopez
Administrative Manager

Allie Stender
Program Manager

Ron Hollamon
Solid Waste Manager

Marc Della Rocca
Community Relations
Manager

May 10, 2016

Tiffany Antol, AICP, CFM
Planning Development Manager
City of Flagstaff Community Development
211 W. Aspen Avenue
Flagstaff, AZ 86001

RE: Potential Annexation of W. Route 66

Dear Ms. Antol,

Coconino County fully supports the City of Flagstaff's intention to annex a portion of West Route 66 along its frontage with the proposed Timber Sky subdivision. This segment of West Route 66 is currently under the jurisdiction of Coconino County.

With continued growth west of the Flagstaff City Limits resulting in larger and more urbanized developments, it makes sense for the City of Flagstaff to annex the above mentioned segment of West Route 66 in order to implement controlled access requirements that will benefit the City's short and long term goals. Also, developments of this type are more suited to City codes and ordinances rather than the County's. The road will be designed to City standards.

Again, Coconino County fully supports the City of Flagstaff's proposed annexation of this portion of West Route 66. Please let us know if there is anything the County can do to assist the City with the proposed annexation.

Sincerely,



Scott Tkach, PE
County Engineer

C: Art Babbott, District 1 Supervisor, Coconino County Board of Supervisors
Mike Lopker, Director, Coconino County Public Works

ORDINANCE NO. 2016-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARIZONA REVISED STATUTES, BY ANNEXING CERTAIN LAND TOTALING APPROXIMATELY 112.90 ACRES LOCATED AT 3425 WEST ROUTE 66, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS RURAL RESIDENTIAL (RR); PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, petitioner, VP 66 & Woody Mountain LLC, owns a certain 107.73 acre parcel of land located at 3425 West Route 66 (the "Property"), which is located within Coconino County, Arizona, as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibit A (APN 112-01-021), attached to and made a part hereof; and

WHEREAS, Coconino County maintains jurisdiction of the adjacent 5.17 acres of right-of-way known as West Route 66, which is also described in Exhibit A ("US Highway 66"), attached to and made a part hereof; and

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

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

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

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

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

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

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

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

WHEREAS, the Council has reviewed the Staff Summary Report, which discusses the proposed annexation, and now finds that the annexation of the Property would be consistent with the objectives and policies of the Flagstaff Regional Plan 2030 enacted in May, 2014 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; and the Council specifically further finds that the annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

ENACTMENTS:

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

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

See attached Exhibit A which is incorporated herein by this reference.

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

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

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

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

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

SECTION 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 7. The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 8. This Ordinance shall become effective thirty (30) days after adoption by the City Council. If the accompanying Concept Zoning Map Amendment is not approved this Annexation Ordinance may be immediately rescinded and terminated, upon written request by the petitioner made prior to the effective date. If any person or entity, other than the petitioner, files a valid petition appearing to be in proper form and to have the requisite number of valid signatures to cause a referendum challenging the Concept Zoning Map Amendment and/or this Annexation Ordinance, the City agrees to use its best efforts to accomplish the intent of this Section, even if a special meeting of the City Council must be called for the purpose of repealing the Annexation Ordinance.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Tiffany Antol, Planning Development
Manager
Date: 10/24/2016
Meeting 11/01/2016
Date:



TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-39: Public hearing, consideration and adoption of an ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 197.58 acres of real property generally located at 3425 West Route 66 from the Rural Residential (RR) zone to the Single-family Residential (R1) zone for 100.48 acres, the Medium Density Residential (MR) zone for 34.6 acres, the High Density Residential (HR) zone for 38.97 acres, the Commercial Services (CS) zone for 10.02 acres and the Public Open Space (POS) zone for 13.51 acres with conditions, and addition the Resource Preservation Overlay (RPO) zone to 107.73 acres (APN 112-01-021) with conditions; providing for severability, and establishing an effective date. ***(Timber Sky Zoning Map Amendment)***

RECOMMENDED ACTION:

At the November 1, 2016 Council Meeting

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2016-39 by title only for the first time
- 3) City Clerk reads Ordinance No. 2016-39 by title only for the first time (if approved above)

At the November 15, 2016 Council Meeting

- 4) Read Ordinance No. 2016-39 by title for the final time
- 5) City Clerk reads Ordinance No. 2016-39 by title for the final time (if approved above)
- 6) Adopt Ordinance No. 2016-39

Executive Summary:

Timber Sky Concept Zoning Map Amendment

A Concept Zoning Map Amendment request for approximately 197.58 acres at 3425 West Route 66 from Rural Residential (RR) zone to the Single-family Residential zone, Medium Density Residential zone, High Density Residential zone, Commercial Services zone, Public Open Space zone and the application of the Resource Protection Overlay.

The Flagstaff Planning & Zoning Commission conducted public hearings to consider the zoning map amendment request. The Commission voted (6 - 0) to forward the request with a recommendation of approval with conditions.

Financial Impact:

The proposed Timber Sky development includes substantial public infrastructure that will ultimately be maintained by the City including the provision of daily services to the residents of Timber Sky. In general, the cost of maintenance and services to an area can be based on the benefit theory of taxation. When residential property is taxed soundly, over a period of time, it tends to be revenue neutral. Residential development is an essential element of the entire economic picture for the City.

The proposed Timber Sky project will provide a series of infrastructure improvements provided entirely by the applicant as well as in conjunction with the City of Flagstaff. Improved roadways, upgraded and extended sewer lines and additional water resources infrastructure are required for the development of this site. Many of these resources will be dedicated to the City of Flagstaff for continued maintenance and operation.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- Ensure Flagstaff has a long-term water supply for current and future needs
- Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- Provide a well-managed transportation system
- Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

A complete analysis of the regional plan goals and policies can be found within the attached Planning & zoning Commission staff report. All relevant goals and policies have been attached separately.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

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

Background/History:

The Timber Sky application is a 1300 residential dwelling unit development located in both the City of Flagstaff and Coconino County. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58 acres. Currently, the eastern 90.4 acres of the property are located within the City of Flagstaff's city limits. The remaining 107.20 acres of the western portion of the site are within Coconino County's jurisdiction. An annexation request is included concurrent with this Concept Zoning Map Amendment. If the Concept Zoning Map Amendment is approved, it will not become effective until after the property has been officially annexed into the City of Flagstaff.

The site is situated north and south between Route 66 and Interstate-40 and east and west between Woody Mountain Road and Flagstaff Ranch Road. The site slopes gently from south to north with most of the onsite drainage flowing toward an existing culvert under Route 66, which eventually discharges into the Clay Wash Detention Basin located north of Route 66. There are no designated floodplains on the site. In 2006, the property partially burned in a fire, leaving a 700-foot wide corridor of deforested land through the middle of the subject property. The remainder of the site is forested with Ponderosa Pine. The site has two pockets of slopes greater than 17% with other basalt rock outcrop features throughout the property. A large amount of fill placed on site, which has the appearance of a steep slope, will not be protected. An existing above ground 69 KV transmission line crosses the site in an east-west direction connecting to an existing APS substation at the southwestern corner of the property. This line is required

to be underground with the development of Timber Sky.

Key Considerations:

The applicant, Vintage Partners (VP 66 & Woody Mountain, LLC), is requesting rezoning approval to permit 492 multi-family dwelling units and 808 single-family dwelling units, located on approximately 197.58 acres referred to as "Timber Sky". The majority of the dwelling units are planned for single-family ownership. Because this application is a Concept Zoning Map Amendment, the applicant has provided the required examples of housing types. Final lot layout design, actual elevations, and floor plans for individual units are not required and are determined through the platting of individual subdivisions. The concept zone plan shows a mix of high density, medium density, and single-family residential development across the site. The high-density development areas, placed in regards to the activity centers located at the intersections of Route 66 and Woody Mountain and Route 66 and Flagstaff Ranch Road, take advantage of the areas that have been most heavily disturbed by fill and fire. The Commercial Services land is proposed to allow compatible commercial development complimentary to the community. The development of this site will be subject to market demands and the applicants have provided a list of potential uses for the site. The concept plan for this site shows a mini-storage facility.

Conceptual cross sections are provided for the Route 66 frontage, Woody Mountain Road, and the internal collector corridor. The applicant is intending to exceed the city's requirement in terms of the internal collector roadway by providing a large landscaped median. A unified landscaping theme, which is maintained by the Homeowners Association, is planned for the development of this project along all major corridors and subdivision entrances. A community connectivity, civic space, and open space plan has been provided that shows how the individual blocks are proposed to link with open space areas and trails. A large open space tract traverses the western portion of the property, which provides a portion of the Flagstaff Urban Trail System in relation to the planned loop trail and serves as a drainage feature for the property. A community center, located centrally to the development provides civic space with smaller open space areas shown within the individual blocks. The community center will include a large plaza with a ramada, playground, pickle ball courts, a community garden, and possibly a dog park. The plaza will be large enough to host events such as community farmers market.

The subject property is currently located in Lighting Zone 1 due to its close proximity to the US Naval Observatory. The applicant has worked with the US Naval Observatory to self-restrict their development beyond the Lighting Zone 1 requirements of the Flagstaff Zoning Code. These additional lighting restrictions will be managed and enforced by the Homeowners Association for Timber Sky. Specifics on the lighting restrictions are included in the Development Agreement covering the project.

The applicants are proposing to provide 100 housing units at the time of sale to the ultimate purchaser at 100% of the Area Median Income (AMI) affordability level, which is approximately \$220,000 based on current income levels. These units may be located in any of the zoning categories, but will most likely be included in the high and medium density zoning categories. The applicant has agreed to work with the City to try to make as many units permanently affordable as possible.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning and Zoning Commission Staff Report, dated September 28, 2016. Rezoning this property provides for extended development opportunities in western Flagstaff and provides necessary infrastructure improvements to support future development.

Community Involvement:

Inform/Consult

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department and the Chair of the Board of Supervisors.

The applicant held two neighborhood meetings in regards to this case. The first meeting was Tuesday, December 8, 2015, between 6:00pm and 8:00pm, at the Kilted Cat. Twenty-nine individuals attend the first meeting. The second meeting was held Monday, January 11, 2016, also between 6:00pm and 8:00pm, at the Doubletree Hotel. Sixteen individuals attended this second meeting. Attendees had questions and concerns in regards to traffic and public safety, outdoor lighting impacts, impacts to wildlife, protection of forest resources and general project design. A citizen participation report was prepared in relation to the comments and concerns presented dated March 10, 2016.

The Planning & Zoning commission held public hearings on Wednesday, September 28, 2016 and October 12, 2016 at 4 pm. At the first public hearing, three members of the public spoke on the subject cases. Concerns were presented in relation to potential downstream stormwater impacts and traffic impacts. At the second hearing, 11 member of the public spoke on the subject case. Nine of those that spoke were in favor of the project. Two presented concerns in relation to drainage and traffic.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Concept Zoning Map Amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting ordinance No. 2016-39.
- The City Council may approved the Concept Zoning Map Amendment with modified conditions.
- The City Council may deny the Concept Zoning Map Amendment.

Attachments: [Concept Zoning Map Amendment Application](#)
 [Planning & Zoning Commission Staff Report](#)
 [Project Narrative](#)
 [Concept Zoning Plan](#)
 [Notice of Public Hearing](#)
 [FRP 2030 Applicable Goals and Policies](#)
 [FRP 2030 Map 7 Enlargement of subject property](#)
 [FRP 2030 Map 22 Enlargement of subject property](#)
 [FRP 2030 Map 25 Enlargement of subject property](#)
 [Citizen Participation Plan](#)
 [Timber Sky Lighting Mitigation Standards](#)
 [Traffic Impact Analysis Exhibits](#)
 [ADOT Letter](#)
 [ADOT Timber Sky Traffic Mitigation Agreement](#)
 [Zoning Map Amendment Ordinance](#)
 [Development Agreement](#)



City of Flagstaff

Community Development Division

211 W. Aspen Ave
 Flagstaff, AZ 86001
 www.flagstaff.az.gov

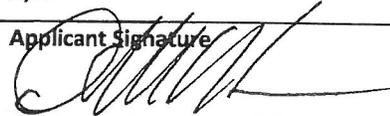
P: (928) 213-2618
 F: (928) 213-2609

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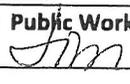
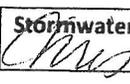
PREZ/PGM

RECEIVED Date Received NOV 03 2015 November 3, 2015		Application for Zoning Map Amendment and/or Minor Regional Plan Amendment		File Number P2-15-00115
Property Owner(s) VP 66 & Woody Mountain, LLC		Title	Phone	Email
Mailing Address 2502 East Camelback Road, Suite 214		City, State, Zip Phoenix, AZ 85016		
Applicant(s) Duane Hunn, Vintage Partners, LLC		Title	Phone (602) 459-9931	Email Duane@vintagevp.com
Mailing Address 2502 East Camelback Road, Suite 214		City, State, Zip Phoenix, AZ 85016		
Project Representative Carolyn Oberholtzer Bergin, Frakes, Smalley & Oberholtzer		Title Attorney	Phone 602-888-7860	Email COberholtzer@BFSOLaw.com
Mailing Address 4455 East Camelback Road, Suite A-205		City, State, Zip Phoenix, AZ 85018		
Requested Review <input checked="" type="checkbox"/> Zoning Map Amendment <input type="checkbox"/> Minor Regional Plan Amendment <input type="checkbox"/> Continued				

Site Address South of Route 66 and west of Woody Mountain Road		Parcel Number(s) 112-01-020 112-01-021	Subdivision, Tract & Lot Number N/A
Existing Zoning District RR- Rural Residential & G- General		Proposed Zoning District: HR, MR, R1, CS, POS	Existing Regional Plan Land Use Category Suburban - Future, Future Employment
Existing Use Undeveloped		Proposed Use Master Planned Community	
Property Information: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?			
Requested Urban Growth Boundary Change (If Applicable) N/A		Proposed Regional Plan Land Use Category N/A	
Property Owner Signature (required) 		Date: 11/3/15	Applicant Signature 
Date: 11/3/15			

For City Use			
Date Filed:	File Number(s):	Type of Zoning Map Amendment:	
P & Z Hearing Date:	Publication and Posting Date:	<input type="checkbox"/> Small scale	
Council Hearing Date:	Publication and Posting Date:	<input type="checkbox"/> Medium scale	
Fee Receipt Number:	Amount:	Date:	<input type="checkbox"/> Large scale
			<input type="checkbox"/> Multi-phase scale

Action by Planning and Zoning Commission:		Action by City Council:	
<input type="checkbox"/> Approved		<input type="checkbox"/> Approved	
<input type="checkbox"/> Denied		<input type="checkbox"/> Denied	
<input type="checkbox"/> Continued		<input type="checkbox"/> Continued	

Staff Assignments	Planning 	Engineering 	Fire 	Public Works/Utilities 	Stormwater 
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PLANNING DIVISION REPORT
CONCEPT ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-15-00115

DATE: September 22, 2016
MEETING DATE: September 28, 2016
REPORT BY: Tiffany Antol, AICP

REQUEST:

Concept Zoning Map Amendment of approximately 197.58 acres at 3425 West Route 66 (“Route 66”) from the RR, Rural Residential Zone to HR, High Density Residential Zone (38.97 acres); from RR, Rural Residential Zone to MR, Medium Density Residential Zone (34.6 acres), from RR, Rural Residential Zone to R1, Residential Single-family Zone (100.48 acres); from RR, Rural Residential Zone to CS, Commercial Services Zone (10.02 acres); and from RR, Rural Residential Zone to POS, Public Open Space Zone (13.51 acres). The Resource Protection Overlay will be added to the parcel of land currently located in Coconino County (107.2 acres) to match the existing parcel in the City of Flagstaff (90.4 acres).

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Concept Zoning Map Amendment request to the City Council with a recommendation for approval subject to conditions of approval.

PRESENT LAND USE:

The subject property consists of mostly undeveloped land in the Rural Residential (RR) Zone. A former ranch house with accessory structures is centrally located within the project boundaries.

PROPOSED LAND USE:

Proposed development of the site is a 1300 residential dwelling unit development known as Timber Sky. The project is intended to provide a mix of housing types with supporting commercial services and open space areas.

NEIGHBORHOOD DEVELOPMENT:

North: Route 66; Clay Avenue Wash Detention Basin owed by the City of Flagstaff in the Rural Residential (RR) Zone;
East: Vacant land in the Rural Residential (RR) Zone and General (G) Zone under Coconino County jurisdiction;
South: I-40; W.L. Gore Woody Mountain Campus in the Research and Development (RD) Zone;
West: Vacant land and an APS substation in the Commercial Heavy (CH-10,000) Zone, Vacant land and the Coca-Cola plat in the Light Industrial (M1-10,000) Zone and Vacant land in the General (G) Zone all under Coconino County jurisdiction.

REQUIRED FINDINGS

Staff Review

An application for a Concept Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director’s recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of

the General Plan, and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code (page 40.20-1); and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Findings for Reviewing Proposed Zoning Map Amendments

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

Introduction/Background

The Timber Sky application is a 1300 residential dwelling unit development located in both the City of Flagstaff and Coconino County. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58 acres. Currently, the eastern 90.4 acres of the property are located within the City of Flagstaff’s city limits. The remaining 107.20 acres of the western portion of the site are within Coconino County’s jurisdiction. An annexation request is included concurrent with this Concept Zoning Map Amendment. If the Concept Zoning Map Amendment is approved, it will not become effective until after the property has been officially annexed into the City of Flagstaff.

The site is situated north and south between Route 66 and Interstate-40 and east and west between Woody Mountain Road and Flagstaff Ranch Road. The site slopes gently from south to north with most of the onsite drainage flowing toward an existing culvert under Route 66, which eventually discharges into the Clay Wash Detention Basin located north of Route 66. There are no designated floodplains on the site. In 2006, the property partially burned in a fire, leaving a 700-foot wide corridor of deforested land through the middle of the subject property. The remainder of the site is forested with Ponderosa Pine. The site has two pockets of slopes greater than 17% with other basalt rock outcrop features throughout the property. A large amount of fill placed on site, which has the appearance of a steep slope, will not be protected. An existing above ground 69 KV transmission line crosses the site in an east-west direction connecting to an existing APS substation at the southwestern corner of the property. This line is required to be underground with the development of Timber Sky.

In addition to the Annexation and Concept Zoning Map Amendment cases, the applicant has also submitted a Preliminary Block Plat application. This Preliminary Block Plat proposes to divide the property into 16 separate blocks with an internal minor collector roadway in four phases. Each block will then be subdivided further (except those designated as open space or community center – Blocks 14, 15 and 16) into the individual lots that will be sold to homeowners.

Proposed Rezoning and Development Concept Plan

The applicant, Vintage Partners (VP 66 & Woody Mountain, LLC), is requesting rezoning approval to permit 492 multi-family dwelling units and 808 single-family dwelling units, located on approximately 197.58 acres referred to as “Timber Sky”. The majority of the dwelling units are planned for single-family ownership. Because this application is a Concept Zoning Map Amendment, the applicant has provided the required examples of housing types. Final lot layout design, actual elevations, and floor plans for individual units are not required and are determined through the platting of individual subdivisions. The concept zone plan shows a mix of high density, medium density, and single-family residential development across the site. The high-density development areas, placed in regards to the activity centers located at the intersections of Route 66 and Woody Mountain and Route 66 and Flagstaff Ranch Road, take advantage of the areas that have been most heavily disturbed by fill and fire. The Commercial Services land is proposed to allow compatible commercial development complimentary to the community. The development of this site will be subject to market demands and the applicants have provided a list of potential uses for the site. The concept plan for this site shows a mini-storage facility.

Conceptual cross sections are provided for the Route 66 frontage, Woody Mountain Road, and the internal collector corridor. The applicant is intending to exceed the city’s requirement in terms of the internal collector roadway by providing a large landscaped median. A unified landscaping theme, which is maintained by the Homeowners Association, is planned for the development of this project along all major corridors and subdivision entrances. A community connectivity, civic space, and open space plan has been provided that shows how the individual blocks are proposed to link with open space areas and trails. A large open space tract traverses the western portion of the property, which provides a portion of the Flagstaff Urban Trail System in relation to the planned loop trail and serves as a drainage feature for the property. A community center, located centrally to the development provides civic space with smaller open space areas shown within the individual blocks. The community center will include a large plaza with a ramada, playground, pickle ball courts, a community garden, and possibly a dog park. The plaza will be large enough to host events such as community farmers market.

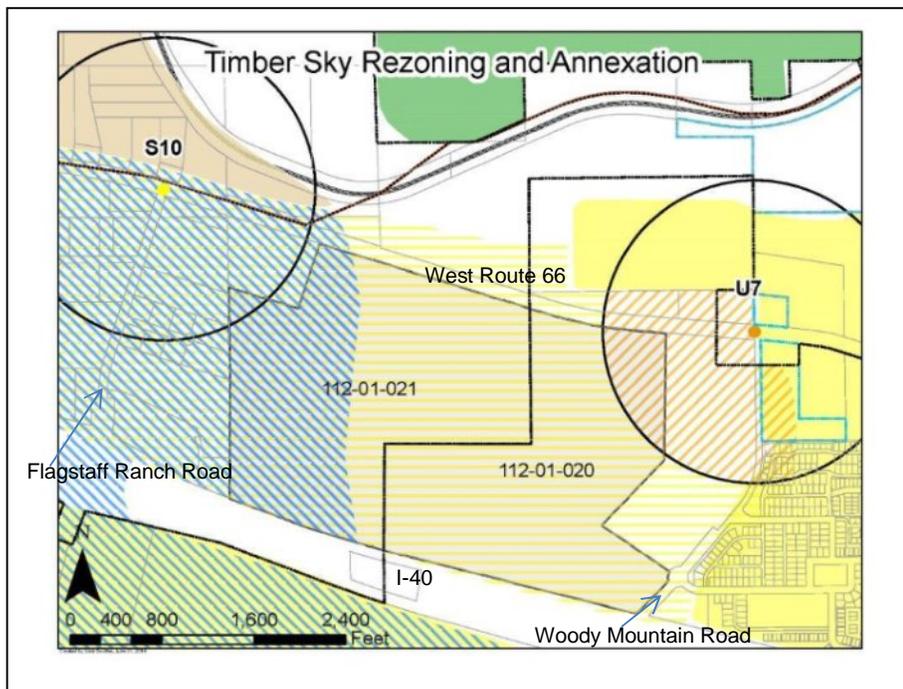
The subject property is currently located in Lighting Zone 1 due to its close proximity to the US Naval Observatory. The applicant has worked with the US Naval Observatory to self-restrict their development beyond the Lighting Zone 1 requirements of the Flagstaff Zoning Code. These additional lighting restrictions will be managed and enforced by the Homeowners Association for Timber Sky. Specifics on the lighting restrictions are included in the Development Agreement covering the project.

The applicants are proposing to provide 100 housing units at the time of sale to the ultimate purchaser at 100% of the Area Median Income (AMI) affordability level, which is approximately \$220,000 based on current income levels. These units may be located in any of the zoning categories, but will most likely be included in the high and medium density zoning categories. The applicant has agreed to work with the City to try to make as many units permanently affordable as possible.

General Plan/Flagstaff Regional Plan (FRP 2030)

As discussed in the “How This Plan Works” chapter (page III-4), the *Flagstaff Regional Plan 2030 (FRP2030)* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council and City staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments, which depends on whether the proposed changes or projects are consistent with the Plan’s goals and policies. The Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case

of any conflict between the Future Growth Illustration and the Plan’s goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: “Area Types” describe the place-making context of Urban, Suburban, Rural, or Employment and “Place Types” such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types. The subject property falls within the Future Employment (blue shading on map), Future Suburban (yellow shading on map), and Future Urban (orange shading on map) area types.



On this site, the Future Employment Area Type and Future Suburban Area Type overlap one another on the western edge. In the instances of overlapping area types, the property owner may elect to utilize either. The majority of the development proposed is suburban with pockets of higher density and a piece of commercial to support both area types. A small portion of the property is identified as the Urban Area Type. The applicant has located higher densities of residential development in this location but the overall density for the project was an average of the entire site.

There is a Suburban Activity Center (S10) located at the intersection of Flagstaff Ranch Road and Route 66 and an Urban Activity Center (U7) located at the intersection of Woody Mountain Road and Route 66. Portions of the subject property fall within the pedestrian sheds of both of these activity centers. Route 66 is also defined as a “Great Street” up to the Woody Mountain Road intersection. The Suburban area type is intended to have medium to low densities (2 to 10 units per acres) of residences, jobs, and activities. The Urban area type is intended to have a higher density (minimum 8 units per acre) of residences, jobs, and activities. The Employment area type is meant to encourage employment centers that include mixed-use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light-industrial; heavy industrial; and live-work spaces. The average gross density proposed for this project is based on the applicant’s self-imposed cap of 1300 dwelling units, which averages to 6.57 dwelling units per acre. The Zoning Code includes minimum densities that must be achieved for the property, which in this case would be no less than 910 dwelling units, which average to 4.61 dwelling units per acres.

Applicable General Plan Goals and Policies

Staff has identified Regional Plan Goals and Policies that could be applied to support or not support the proposed Concept Zoning Map Amendment. These goals and policies are located in an attachment to this report. The following is a discussion of how the project’s meets or conflicts with goals and policies in each chapter.

Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

Map 7 (see attached) illustrates significant natural resources in the area including wildlife, vegetation, hydrology, and geology. The natural resources identified include a stand of large diameter Ponderosa Pine trees in the southeast portion of the site and a Montane Grassy area located centrally along the northern property boundary. The portion of the property currently located in the City is within the Resource Protection Overlay (RPO) Zone and the portion to be annexed will be added to the RPO Zone. A preliminary resource protection plan developed for the site identifies the required percentages of each resource to be preserved which includes forests and steep slopes.

The most significant policies in this chapter for this site are the ones in relation to dark skies. The applicant has worked with the Naval Observatory to develop additional regulations for outdoor lighting on the subject property. These requirements will be enforced by the Homeowner's Association and included in the Development Agreement. These lighting requirements are attached to this report for the Commission's review. The property has not been specifically identified as a wildlife corridor but animals are known to forage on site. The open space corridor running through the property will continue to attract wildlife to the site. Staff has identified fencing strategies with Arizona Game and Fish to ensure that wildlife and residents remain safe.

Open Space

Multiple open space areas are integrated throughout the proposed development including pocket parks areas, the open space corridor, and Overlook Park. These areas are intended to provide active and passive recreation opportunities for residents. The open space corridor is the only open space currently defined. The other open space areas will be defined when platting the individual Blocks. The applicant intends to provide connectivity throughout the development to these open space areas as appropriate.

Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management and Water Quality)

Per Map 21, the Property is located within the Urban Growth Boundary. A Water Sewer Impact Analysis was completed for the project. The conclusions and requirements of this analysis are addressed below. Similarly, a Drainage Impact Analysis was completed for the proposed project. The conclusions and requirements of this analysis are addressed below as well. Both of these analyses adequately address the goals and policies of this chapter.

Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

The Regional Plan does not identify specific viewshed corridors for protection; however, the subject property should not interfere with existing viewsheds due to location and the tree coverage. The project is designed to preserve natural resources including rock outcroppings and large diameter trees. Route 66 is a gateway corridor into Flagstaff and the applicant has worked to create a visual attractive community with fencing, entry monuments and landscaping details. A cultural resource report was prepared for the property. The report was reviewed and approved by the Heritage Preservation Commission. The main Timber Sky streetscape is designed to exceed City standards, include a large landscaped median, parkway, sidewalk, and additional landscape areas. The Timber Sky project will also underground an existing 69KV line that traverses the property from east to west.

Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The majority of the goals and policies in this chapter are covered above in the general discussion of regional plan compliance. The proposed development is meeting the intent of the designated area and place types. The property is located within the Urban Growth Boundary and will be annexed prior to the provision of city services. The

proposed development provides a mix of housing types and densities. Many of the policies in this chapter relate to compliance with existing development standards and requirements, which is covered below. This chapter does contain policies that conflict with the current proposal, specifically in relation to compact development and preference for infill development over peripheral expansion. Recreational amenities as previously discussed are included in the proposal for this site. The site is not currently served by transit but is identified for future expansion of service. Bicycle and pedestrian connectivity will be provided through the site as well as along the frontages of the property; however, there are missing pieces of infrastructure that would make the site easily accessible via alternative modes.

Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

The proposed Timber Sky development includes a series of on-site and off-site transportation improvements that are detailed below. The proposed road network is consistent with Map 25. The block plat provides a minor collector level roadway that traverses the site, designed to be contextually sensitive to the neighborhood and gateway corridor. The site will provide adequate facilities for alternative transportation modes as well as the provision of additional Flagstaff Urban Trail System (FUTS) trails. The site is not currently served by transit but service is shown to be provided sometime in the future. The site is not easily accessible by pedestrian and bicycles due to existing missing infrastructure off-site from the subject property. Map 25 also identifies a future interchange at Woody Mountain Road and I-40. Currently there is not sufficient right-of-way to accommodate this future interchange. It is important to consider the impacts of the proposed development on this right-of-way acquisition. Policy T.8.4 specifically calls for the protection of rights-of-ways for future transportation corridors.

Cost of Development

This chapter primarily addresses new development paying its fair share of public facilities, services, and infrastructure. Impact analysis helps to determine the specific proportion share for each development. A review of the impact analysis for this project and the mitigation required is discussed below.

Neighborhoods, Housing, and Urban Conservation

The applicants have designed their project to be a complete neighborhood with a mix of housing types, open space areas, and commercial uses. Affordable housing options have been provided even though the applicant is not taking advantage of any of the incentives offered.

Economic Development (Responsive Government, Education and Workforce Training, Business Retention, Expansion and Entrepreneurship, Business Attraction, Tourism, Community Character and Redevelopment and Infill)

This chapter supports the provision of workforce housing, which is the intention of the Timber Sky community.

Recreation

Development projects are encouraged to integrate active and passive recreation sites into their design. The Timber Sky community has provided several locations for both types of recreation. Final designs of each site will be resolved at the time of platting each Block.

Policy Analysis

This list below identifies several key points and community benefits supporting (+) or not supporting (-) the proposed amendment:

- + The Property is considered Greenfield development, is within the Urban Growth Boundary, and can be efficiently and effectively provided with facilities and services by the City
- + Existing transportation infrastructure and existing water infrastructure is available at this site;
- + The project will complete a regional sewer system that can serve other areas in the City;
- + The project will provide a mix of housing types, is intended to provide workforce level housing and 100 affordable housing units;
- + The project will provide open space amenities and extensions of the Flagstaff Urban Trail System (FUTS);
- The project utilizes the Suburban Area Type over the Employment Area Type intended to attract new employment opportunities; and,
- Timber Sky is not a centrally located project with convenient access to many required resources, including transit.

Zoning – City of Flagstaff Zoning Code

If the Concept Zoning Map Amendment request is approved, 100.48-acres will be rezoned to the Single-family Residential Zone, 34.60-acres to the Medium Density Residential Zone, 38.97-acres to the High Density Residential Zone, 13.51-acres to the Commercial Service Zone, and 13.51-acres to the Public Open Space Zone. The concept plan shows how the zoning categories layout on the site but specifics on lots have not yet been determined. The Concept Zoning Plan includes site data sheets, vicinity map, context analysis map, site analysis map, concept zone plan, conceptual community connectivity, civic space and open space plan, conceptual utility and drainage plan, conceptual phasing plan, and conceptual building types.

Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), the applicant conducted a site analysis, a copy of which is attached to this report, that considers the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The findings of the site analysis have been used for the layout of the zoning categories and open space areas on site and will be used when reviewing the more detailed future site plan/subdivision plat submittals.

Resource Protection

The applicant has provided resource calculations of existing resources found on the property. Based on the preliminary calculations, it appears that the minimum protection threshold requirements can be met. The Zoning Code protection factors for residential uses as follows:

- 80%** of steep slopes (25% and over)
- 70%** of moderate slopes (17-24.9%)
- 50%** of forest canopy

The Zoning Code allows a 5% reduction in the required forest preservation rates if civic space is provided. A more detailed analysis of resources will be required with the plat/site plan submittals, provided the rezoning case is successfully concluded.

Open Space & Civic Space

The Zoning Code requires residential developments in the High Density and Medium Density Zones, or projects in any zone utilizing the Planned Residential Development (PRD) option, and commercial development in the

Commercial Services Zone to provide 15% of the total site as open space. Resource preservation such as floodplains, slopes, and forests may be used to satisfy this standard and includes active and passive recreation uses, landscape areas, and community gardens. In addition, Section 10-30.60.060.B.1.b of the Zoning Code (Page 30.60-11) requires developments with 50 or more dwelling units to provide a minimum of five percent of the site as civic space. A total of 9.98-acres of civic space are required for this project. The open space requirement is more difficult to calculate because it is undetermined how many blocks will utilize the PRD option. Based on just zoning categories a total of 12.53-acres of open space are required. The project intends to provide a total of 14.73-acres of open space and 11.54-acres of civic space. See Table 6 in the applicant's narrative for complete breakdown.

Pedestrian and Bicycle Circulation Systems

On-site pedestrian and bicycle circulation will be provided per the City Engineering Standards in conjunction with the proposed collector level roadway that will serve the interior of the project. A conceptual connectivity plan has been provided to show how internal site connections are intended. Final determinations of these connections will be determined during the site plan/plat review of the individual Blocks. Flagstaff Urban Trail System (FUTS) trails will be provided along a portion of Route 66 as part of the first phase development of Timber Sky. A portion of the FUTS is required along Woody Mountain Road but the City has requested an in-lieu contribution for this improvement until other improvements can be made to this right-of-way. Additionally, a FUTS trail will be provided through the open space corridor shown for this site. This trail will connect with the larger loop trail that is intended to circle the City. Staff will work with the applicant during the site plan/plat review to ensure that adequate facilities for pedestrians and bicycles are accommodated.

Compatibility and Architectural Design Standards

"Scale" refers to similar or harmonious proportions, overall height, and width, the visual intensity of the development, and the building massing. The proposed development consists of structures similar in scale to single-family residential housing, which is consistent with much of the surrounding development. Example elevations, copies of which are attached to this report, were provided for the residential units and future commercial development as part of this application. Architectural design standards will be reviewed at the time of site plan approval and staff will confirm that all elevations are consistent with current requirements.

Landscaping

Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment. The applicant will be required to provide plans that meet the requirements of parking lot landscaping, public right-of-way landscaping, open space landscaping, and landscape screening standards found within Section 10-50.60 of the Zoning Code (Page 50.60-1). A final landscape plan will be reviewed at the time of site plan/plat submittal. The Timber Sky Homeowners Association will be required to maintain all landscaping located within the City right-of-way.

Outdoor Lighting

All of the subject property is located within Lighting Zone 1 due to the proximity to the US Naval Observatory. The applicant has worked with the US Naval Observatory to create additional standards for the subject site that will be enforced by the Timber Sky Homeowners Association. A copy of the additional lighting requirements is attached. The development will be required to comply with the City's outdoor lighting standards at the time of application review.

PUBLIC SYSTEMS IMPACT ANALYSIS

Traffic/Access/Right-of-Way Impact

Access to Timber Sky is provided from Route 66 and Woody Mountain Road. Route 66 will be the primary route to access Timber Sky and portions will require widening to provide a second through lane of travel in each direction. The applicant is responsible for building the half-street improvements along their frontage on Route 66 per ADOT and City standards in Phase 1 (eastern half) and Phase 4 (western half). The internal circulation will be provided with a collector roadway providing one lane in each direction of travel and bike lanes separated by a raised median. All of the interior streets within the subdivision will be public and maintained by the City in conjunction with the Homeowner's Association. A minimum 5-foot parkway (except for allowed variances) between the sidewalk/FUTS and the back of curb will be provided on all public roads. Right and left turn-lanes are required at appropriate intersections and major driveways on all public roads. Proposed on-site roadway improvements will be specifically detailed in the Preliminary Block Plat report.

The approved Timber Sky Traffic Impact Analysis (TIA) dated June 23, 2016, was prepared by CivTech, and reviewed by the City, County, and ADOT. The analysis is based on the demands generated by Timber Sky. A copy of the executive summary is provided with this report. Figure 19 of the TIA identifies proposed improvements needed to mitigate the impacts of the Timber Sky development. Most of the improvements involve Route 66, the majority of which is under ADOT's jurisdiction with City connecting roads. The applicant has prepared a mitigation agreement in conjunction with ADOT. The City has also negotiated required traffic mitigation efforts on City right-of-ways, itemized in the development agreement. The County has also identified specific mitigation efforts that will need to be addressed with the first phase of development.

CivTech prepared a conceptual preliminary cost estimate for the total cost of all related improvements at \$6,648,097. The proportional share for Timber Sky averaged out to approximately 21% of the impacts. Timber Sky has agreed to contribute \$1.5 million to the Off-site Roadway Improvements on the Route 66 corridor affecting both ADOT and the City. All of the Off-site Roadway Improvements will be constructed in conjunction with Phase 1 of the Timber Sky Development. No improvements will be made as part of the second phase of Timber Sky. The improvements for the first phase include the following:

- Woodlands Village Boulevard & Route 66 intersection improvements including:
 - the addition of dual left turn lanes in the west to south movement,
 - provide for two thru lanes on Route 66 in each direction,
 - convert the existing eastbound Route 66 left turn lane, through lane, bike buffer and right turn lane into a left turn lane, through lane, through/right lane and bike buffer,
 - convert the existing westbound right turn lane at Woodlands Village Boulevard on Route 66 to a thru-right,
 - modification of the northbound Woodlands Village left turn lane/median to a minimum of 250 feet; and,
 - revise striping to extend westbound receiving lanes as feasible
- Addition of a second eastbound lane, along with curb, gutter, and sidewalk to Route 66 from Woodlands Village Boulevard to the east of Woodlands Village Boulevard near the existing bus shelter in front of the former Radisson Hotel (approximately 300 feet east).
- Addition of a second westbound lane, along with curb, gutter, and sidewalk on Route 66 between Pinnacle Street and Woodlands Village Blvd.

- Installation of the remaining underground infrastructure for the future signal at the Woody Mountain Road and Route 66 intersection.
- Convert the existing right turn lane on westbound Route 66 at Pinnacle Street to a thru/right lane.
- Add new curb, gutter, and sidewalk along the south side of Route 66 from the Pinnacle Street intersection to close the existing gap.

As part of the development of the third phase of Timber Sky, the applicant has agreed to make a cash contribution to the City in an amount equal to \$1.5 million less what Timber Sky was already spent on the Off-site Roadway Improvements in Phase 1. This contribution will be used to mitigate traffic congestion on Route 66 between Milton Road and the Timber Sky project.

There are two Phase 1 improvements that fall outside of the \$1.5 million contribution for improvements to the Route 66 corridor. They are as follows:

- The addition of an exclusive/permitted left turn phasing to both eastbound and westbound approaches at Woodlands Village Boulevard and University Avenue; and,
- Installation of a left turn lane on Route 66 at Flagstaff Ranch Road in the County right-of-way in accordance with the recommendations of the approved TIA. Improvement to be designed to ADOT standards and installed at the time of phase1 development.

A copy of the applicant's agreement with ADOT and a draft of the Development Agreement with the City are attached to this report.

The *Flagstaff Regional Plan 2030* identifies a future traffic interchange at Woody Mountain Road and I-40 (see attached *FRP 2030 Map 25*). Staff has requested that the applicant provide the necessary right-of-way for the future interchange in accordance with the policies of the Regional Plan. Initial design work shows that approximately 1.88-acres of the subject site will be necessary to accommodate the future interchange. The applicant does not want to dedicate the right-of-way for the interchange at this time because of potential impacts to the development of the property. They have requested that the need for right-of-way be determined at the time of development of Phase 3, Block 4. The applicant has agreed to place a note on the final plat of this Block that would indicate that right-of-way could be acquired in the future through condemnation. Staffs concern is that the cost of the necessary right-of-way will be increased if this rezoning is approved. The City Council will be asked to consider purchasing the right-of-way prior to approving the Concept Zoning Map Amendment in order to preserve the future traffic interchange as shown within the Regional Plan. Note, if the Traffic Impact Analysis had included the interchange in the model the City would have required the right-of-way as part of the mitigation.

Water and Wastewater Impact

Civil Design & Engineering, Inc., on behalf of the City of Flagstaff Utilities Department, prepared the Water/Wastewater Impact Analysis. The analysis is based on the demands generated by Timber Sky and the residential dwelling cap of 1,300 units.

Water

The closest source of Zone A+ water for this site include an 18" waterline located within Route 66 along the northern property boundary and a 12" waterline located in Woody Mountain Road. These existing Zone A+ waterlines are fed by the Railroad Springs tank and a booster pump located in the Railroad Springs Subdivision. A minimum of three connections will need to be made to the existing distribution system for this development. The

applicant will be required to provide a looped water system from Route 66 to Woody Mountain Road. Each of the development parcels in this development will be connected to the water main within the collector roadways running through Timber Sky. The water system will be extended in coordination with the phasing and as needed for the individual parcels. The applicant will also be required to allow for future accessibility to adjacent undeveloped parcels.

The proposed development plan associated with this request creates water supply demands that the current City of Flagstaff water resources cannot provide. The applicant will be required to construct a well or multiple wells necessary to meet the proposed developments' average daily usage and dedicate the well(s) to the City of Flagstaff. Because of the limitation of 1,300 total residential units, Timber Sky will be required to install a new well(s), on the City water system that produce at least 260.5 gallons per minutes (gpm). Any well provided must produce a minimum of 200 gpm and be furnished with a well house. It is the applicant's responsibility to obtain the appropriate land right-of-way to place the well(s). The City may issue building permits for up to 420,000 gallons per day of peak water demand which is equivalent to 480 single-family residential units (phase 1). Before any further building permits are issued, the applicant must have installed the acquired new well(s) capacity. If the well(s) installed have a capacity greater than the required 260.5 gpm then the applicant may be reimbursed a prorated amount by the City. This reimbursement potential is covered in the development agreement for this project.

Wastewater

The Water and Sewer System Analysis identified two possible connection points to the City sewer system. The nearest existing sewer line is located along Woody Mountain road where there is an 8' PVC sewer main. The second is the yet-to-be constructed Westside Sewer line extension to the existing 18" PVC sewer interceptor located in Adirondack Avenue. The Rio De Flag Wastewater Treatment Plant, which is currently operating below maximum capacity, will treat all sewage collected in these lines.

Modification to the existing sewer collection system will be required for the applicants proposed development plan. The first improvement includes off-site replacement of the 8" sewer line with an 18" sewer line for a stretch of approximately 3,100 feet along Thompson Street and West Kaibab. This is a planned City of Flagstaff project that is budgeted for fiscal year 2021 with a budget of \$1.4 million. Because Timber Sky intends to develop the first phase in 2017 with homes needing certificates of occupancy in early 2018, Timber Sky will need to build this sewer in advance of the City timeline. The applicant has requested that the funding for this improvement be moved to fiscal year 2020, making funds available July 2019. The development agreement includes a provision that a reconsideration of the project funding may be considered subject to future City Council approval.

The second off-site sewer improvement includes installation of the 18" sewer line connecting Adirondack Avenue (Railroad Springs) to the project site. This reach of the proposed Westside Sewer Line extension is approximately 5,170 feet in length and runs along the Clay Avenue Wash adjacent to the McAllister Ranch. Turner Engineering, Inc. prepared construction plans for this extension. The City is constructing a new Public Works Core Maintenance Facility on the North side of Route 66 across from the Timber Sky development and intends to build the first leg of the Westside Sewer Line Extension to approximately 300 feet North of Route 66 (Manhole #18). Timber Sky will be required to build the next leg of the sewer from Manhole #18 to the Timber Sky development in order to gain sewer service. The sewer line will be completed in its entirety during Phase 2; however, the applicant has agreed to provide the full easement for this regional sewer line through their property in conjunction with Phase 1.

Both off-site improvements are required to be completed prior to the issuance of the first building permit. All water

and wastewater systems for the project are required to be designed and constructed per the City's Engineering Design Standards and Specifications.

Stormwater Analysis

Woodson Engineering & Surveying completed a Drainage Impact Analysis for the project. In lieu of a downstream analysis, the project has elected to store the volumetric flow difference between the pre-development conditions and the post-development conditions on-site. Timber Sky will have an open space corridor that will manage major portions of the stormwater on the project site. The majority of the site outlets to an existing box culvert under Route 66. The box culvert eventually discharges flow to the Clay Wash Detention Basin located north of Route 66 within the Rio De Flag watershed area. Minor portions of the site on east side currently discharge to two culverts under Woody Mountain Road across private property. The flow from this portion of the site will either be redirected west to the same outfall as the remainder of the project or will be discharged in a similar condition and at rates at or below the existing pre-development flow rates to avoid impact of downstream property. The preferred option is for the stormwater to be directed west rather than following the existing flow patterns to help alleviate existing downstream flooding.

Low Impact Development (LID) requirements are being met in several ways. The water quality aspects of the LID requirements are being met in the upper reaches of the site at the discharge points of impervious surface areas. The use of bio-retention areas on single-family lots are proposed to meet the requirements for the residential impervious areas. Maintenance of the bio retention areas on single-family lots will be the responsibility of the Homeowner's Association. These maintenance requirements have been added to the development agreement for this project. The commercial and high-density parcels (1, 2,9,12 and 13) will be responsible for construction their own onsite storm water management facilities to address LID requirements.

OTHER CONSIDERATIONS

Parks and Recreation

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

In order to offset the parks and recreation demands of the future Timber Sky residents, active and passive recreation amenities have been incorporated into both the civic and open space requirements. Those amenities include a clubhouse with BBQ grills, picnic tables, and a pavilion, sports courts and walking trails. The applicant will also be required to provide portions of the Flagstaff Urban Trail System (FUTS) trail through the open space corridor and along part of Route 66 as part of the roadway edge improvements. This will be a significant improvement to the Route 66 corridor for alternative modes of transportation.

Cultural Resources

A phase 1 cultural resource study was prepared by Paleo West for the subject site. The cultural resources inventory of the project area resulted in the recording of one previously recorded prehistoric archeological site, the identification of one historic property (50 years or older), and the discovery of eight isolated occurrences. Neither the site nor the isolated occurrences are considered eligible for listing on the Nation Register of Historic Places (NRHP). The historic property older than 50 years does not have sufficient integrity to merit a recommendation of eligibility. The Heritage Preservation Commission reviewed the phase 1 study and determined that additional studies were not required for this site.

Affordable Housing

The applicant did not propose 10% of the housing units to qualify for the incentives allowed in the Zoning Code. However, recognizing that affordable housing is a priority planning consideration for the Planning and Zoning Commission and the City Council, the developer has agreed to build and sell affordable homes as part of this development. The Project will deliver 100 residential ownership units at 100% Area Median Income affordability level in the first three phases of the development. Because this is a Concept Zoning Map Amendment, the applicant has not fully developed the final lotting for the Blocks within Timber Sky. The applicant is in discussion with a homebuilder who is familiar with providing affordable housing units but no final commitments have been made. The applicant has agreed to work in good faith with the City to develop a program that ensures that these units will be permanently affordable and owner occupied. The location of the AMI-accessible units will be determined as the Blocks are platted, and it is intended that they be located within the MR and HR zoning districts and disbursed throughout the first three phases of development. The applicant will work with the City to establish the application process for the AMI-accessible units to ensure that the buyers meet ownership and income eligibility requirements as determined by the City. The applicant has agreed to cooperate in the preparation of a development-specific Affordability Plan understanding that restrictions on lending and market conditions could require that the terms may need to evolve over time.

Three-Phase Power

At the time of Phase 1 infrastructure construction, the applicant has agreed to install an additional conduit so that APS can provide three-phased power to the north side of Route 66 at Alvin Clark Way (internal project roadway) to support the Core Facilities project and installation of a new well pump.

CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department and the Chair of the Board of Supervisors.

The applicant held two neighborhood meetings in regards to this case. The first meeting was Tuesday, December 8, 2015, between 6:00pm and 8:00pm, at the Kilted Cat. Twenty-nine individuals attend the first meeting. The second meeting was held Monday, January 11, 2016, also between 6:00pm and 8:00pm, at the Doubletree Hotel. Sixteen individuals attended this second meeting. Attendees had questions and concerns in regards to traffic and public safety, outdoor lighting impacts, impacts to wildlife, protection of forest resources and general project design. A citizen participation report was prepared in relation to the comments and concerns presented dated March 10, 2016.

RECOMMENDATION:

Two public hearings are required for Zoning Map Amendments that involves a development with more than 300 residential dwelling units.

At the September 28, 2016 Commission meeting staff recommends opening the public hearing and continuing the hearing until October 12, 2016.

For the October 12, 2016 Commission meeting staff recommends approval of PZ-15-00115 with the following

conditions as well as an accompanying development agreement (attached). The Development Agreement contains commitments by the developer and the City of Flagstaff to set additional conditions, terms, and requirements to facilitate the development of the property.

1. The subject property must be developed in accordance with the concept zoning plan and narrative dated August 12, 2016 for "Timber Sky" as presented with this rezoning request. The development of Timber Sky shall not exceed 1,300 dwelling units and shall have no less than 910 dwelling units within the residential zones. Allowed uses are limited to those included in the above referenced concept zoning plan.
2. If any use(s) within the concept zone plan are proposed but were not modeled in the approved Traffic Impact Study or Water and Sewer Impact Analysis, a revised impact analysis must be prepared, approved and mitigated.
3. All other requirements of the Zoning Code and other City codes, ordinances and regulations, are met by the proposed development.
4. Applicant must install at their expense, with no financial obligation to the County, a left turn lane on Route 66 at Flagstaff Ranch Road in the County right-of-way in accordance with the recommendations of the approved Traffic Impact Analysis. Improvements must be designed to ADOT standards and installed prior to the issuance of the first building permit in Phase 1.
5. The public utility easement for the portion of the Westside Sewer Line Extension (Route 66 to I-40) across the subject property shall be provided as a dedication on the final plat for Phase 1.
6. Internal connections between Blocks must be provided to the greatest extent feasible with special attention to connections from each block to the designated open space/civic space areas as well as adjacent activity centers.
7. Each phase of the Timber Sky development must meet all requirements independently.
8. Applicant must grant permanent public pedestrian easements on all trails within the development of Timber Sky. Such easements must be shown on final plats.
9. A new Drainage Impact Analysis must be submitted and approved for the eastern side of the property if all drainage flows cannot be directed towards the westerly drainage corridor.
10. All terms, conditions, and restrictions detailed within the "Timber Sky Annexation and Development Agreement" must be fully satisfied.
11. If the applicant fails to obtain final plat approval for Phase 1 of Timber Sky, or obtain an extension of zoning within five (5) years of the effective date of the rezoning ordinance, the City Council may take action to revert the zoning back to the former classification of RR, Rural Residential District, per Section 10-20.50.060 of the *Zoning Code*.

Attachments:

- Application

- Legal Notice
- Zoning District Legal Descriptions
- Concept Zoning Plan
- Concept Zoning Plan Project Narrative
- FRP 2030 Applicable Goals and Policies
- FRP 2030 Map 21 Enlargement of subject property
- FRP 2030 Map 7 Enlargement of subject property
- FRP 2030 Map 25 Enlargement of subject property
- Proposed Lighting Mitigation
- Timber Sky TIA Executive Summary
- Timber Sky agreement with ADOT
- Draft Development Agreement
- Citizen Participation Plan



TIMBER SKY

Concept Zoning Plan
Project Narrative

August 12, 2016

Case #PZ-15-00115



VINTAGE
PARTNERS

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Project Introduction

Timber Sky was conceived as a master planned community for Flagstaff. The concept, designs and amenities all flow from the Flagstaff lifestyle and commitments. The community celebrates the rural beauty and rugged character of Northern Arizona from the integration of the roadway system into the existing topography, the proposed land uses strategically located to reduce disturbance of the existing trees, the preservation of the natural features and vegetation, the community amenities which appeal to the culturally diverse Flagstaff residents, and the entry monumentation design which incorporates two strong historical aspects of the City, the timber industry and star gazing.

One of Flagstaff's commitments is the preservation of the dark skies. Flagstaff is one of eleven International Dark Sky Cities. Timber Sky is designed to become the finest dark sky's compliant master planned community in the state. In fact, it is our intention to meet and exceed the City's Zone 1 lighting standards. We will do this by creating a coalition of consultants, community activists and the astronomy community contributing to set a new standard in dark skies development. Chris Luginbuhl and the team from the Naval Observatory Flagstaff Station (NOFS) have worked closely with Vintage Partners to design, plan and codify through our development agreement and the CC&Rs a lighting vision that will control all development on Timber Sky throughout the life of the project.

Timber Sky was also conceived as "Flagstaff friendly" through its amenities design. The amenities at Timber Sky reflect this commitment by having a daytime focus that is athletic, outdoor and affordable. Golf and other expensive, second-home market pursuits are not a part of the community program. The Timber Sky amenities are accessible to the average Flagstaff full-time resident and include a potential dog park, Community gardens, Pickle Ball courts, trail systems as well as a widened internal collector roadway corridor.

Another way Timber Sky will target Flagstaff residents is to address the current run-away housing costs in Flagstaff. One of the primary project goals is to deliver housing at nearly 50% of the current median home price - thus opening up home ownership to many more Flagstaff residents. Currently many City staff, first-responders, educators and many other residents either rent or commute. These factors continue to drive up the resale market making it even more difficult for long-time Flagstaff residents to purchase a home. Timber Sky will not completely solve the housing problem, but by offering housing product starting in the low \$200's (based on today's market conditions), it will add a meaningful supply of housing accessible to some of the most important members of our community.

Timber Sky is a unique master planned offering to the residents of Flagstaff with a goal of protecting the dark skies as well the true Flagstaff lifestyle and the economic future of the city by delivering work force housing. By creating a thoughtful partnership with the



Dark Skies community, the County and the City can work together to deliver this desperately needed community to the benefit of local residents and the long-term economic wellbeing of Flagstaff and the greater Northern Arizona region.

Concept Zoning Narrative

Project Application

Timber Sky is a proposed master planned community on a partially wooded site just south of Route 66 and west of Woody Mountain Road as illustrated on the Vicinity Map, Exhibit 1. A team of consultants have designed a community with a mixture of high density, medium density and single family residential combined with commercial service on the 197.58 acre site as envisioned for this property in the Flagstaff Regional Plan 2030 (FRP2030).

The site is located in both the City of Flagstaff and Coconino County limits. Currently, the eastern 90.4 acres of the property are within the City of Flagstaff's municipal boundaries. The remaining 107.2 acres of the western portion of the site is within the Coconino County limits. Concurrent with this application, the owner has applied for the annexation of the remaining 107.2 acres into the City to plan and develop both properties in a single jurisdiction. Together, the properties become Timber Sky.

Reason for Request

The purpose of this application is to request a zone change for the Timber Sky planned community. The existing zoning is Rural Residential (RR) for the City of Flagstaff portion of the site and General (G) for the portion of the site currently in Coconino County.

The proposed request would change the current zoning to a mixture of High Density Residential (HR), Medium Density Residential (MR), Single Family Residential (R1), Commercial Service (CS) and Public Open Space (POS), with the placement of the Resource Protection Overlay (RPO) over the entire project. Timber Sky will provide for a full palette of residential uses and create a robust neighborhood with supporting commercial services in the western growth area of Flagstaff.

General Plan Consistency

The FRP2030 establishes the community's intentions for what the region could and should be for future generations and presents a regional context for the preservation and enhancement of the community's character and natural environment, while providing for appropriate growth and development. Timber Sky has been designed in



concert with the vision and goals set forth in the FRP2030 related to new residential communities within the City's planning boundaries.

Timber Sky is designated as a mixture of Suburban – Future and Future Employment in the Future Growth Illustration and the uses in the applications are guided by these goals. The current zoning categories of RR and G do not reflect the intended development in the FRP2030. A chapter-by-chapter analysis of the FRP2030 against the Timber Sky applications has been conducted that supports the project's conformance with the FRP2030. The FRP2030 Analysis is provided in Appendix 1 of this document.

Generalized Land Uses in Vicinity

There is a 10-acre vacant parcel on the northwest corner of the site owned by others. A vacant platted subdivision (Flagstaff Ranch Business Park) borders the west side the site. An Arizona Public Service (APS) substation is located offsite on the southwest corner of the site. The east side is bordered by a 37 acre parcel owned by others.

The Context Analysis Map, Exhibit 2, illustrates the zoning and land use of the properties surrounding Timber Sky. The combination of the uses include residential to the east and southeast, a public facility planned by the City to the north, industrial and employment uses to the west and south.

Location / Size / Shape

As illustrated on the Vicinity Map, Exhibit 1, the property is located south of Route 66, north of Interstate 40 between Woody Mountain Road and Flagstaff Ranch Road. The site is located in both the City of Flagstaff and Coconino County limits. Timber Sky is in the western portion of the City, and due south of the City's planned McAllister Public Works yard.

The property is 197.58 acres in size and is approximately half mile wide by a half mile deep. It is currently undeveloped with high desert shrubs and Ponderosa Pine trees.

Existing Site Characteristics

As illustrated on the Site Analysis Map, Exhibit 3, the site gently slopes from south to north and most of the onsite drainage flows toward an existing culvert under Route 66 and eventually discharges into the Clay Wash Detention Basin located north of Route 66. There is no defined floodplain within the site area which requires protection under the Resource Protection Overlay District (RPO). The site is located within FEMA's Flood Zone X which eliminates any floodplain analysis or FEMA submittals.



There are significant forest resources on the site as identified in the Natural Resource Protection Plan submitted with the Preliminary Block Plat. A wildfire burned across the site in an east to northeast direction in 2006, leaving a 700-foot wide corridor of deforested land.

The topographic data indicates there are two pockets of steep slopes greater than 17% that meet the steep slope criteria required for protection. Most of the slopes are sheer basalt rock outcroppings with slopes greater than 35% but do not meet the criteria for slope protection. Many of the sites will be protected from development where noted in the Rock Preservation Section of this document. There are a few areas of steep slope that are identified on the Natural Resource Protection Plan and illustrated on the Site Analysis Map, Exhibit 3. The slope disturbance requirements from the City of Flagstaff Zoning Code will be met. In addition, the topography of the site shows some steep slopes in the center of the eastern portion of the site where an earth stockpile exists that was created by previous owners during the construction of the Presidio development. This area is man-made and will not be protected during the development of this site.

There is an existing 69 KV power transmission line that crosses the site in an east-west direction which connects to a power substation located on the adjoining property in the southwest corner of the site.

Existing Site Improvements and Vegetation

The Timber Sky site is almost entirely vacant. There is an abandoned single family home near the middle of the property. This structure and the remains of other accessory structures will be demolished and every attempt will be made to salvage native stone used in the structures to be used in the entry monuments. The only other improvement on the site is the APS overhead power line that will be undergrounded with this project.

The project area is situated in a flat to slightly north and west sloping open prairie surrounded by scattered ponderosa pines and native grasses. The 2006 forest fire burned across approximately one-third of the eastern side of the site. The area disturbed by the fire supports a thick cover of disturbance plants, including bee weed and Russian thistle, and numerous charred and downed tree branches. The ponderosa pine on the site have been logged historically and thinned in the past 10-years. Numerous unburned slash piles are present throughout the forested area of the property.

Project Benefit to Public / Community Benefit

Approval of the Timber Sky project will serve the public interest, health, safety, convenience or welfare and will add to the public good as it will provide for the development of a residential community in an area where new residential development



is both needed and intended. Timber Sky has been planned in a manner to deliver financially accessible housing to the City's young workforce, families and aging population. As a result, upon annexation and development, the project will play a role in addressing the growing affordability gap between wages and housing prices as discussed further in the Affordable Housing section of this document. This adds to the public good. Following completion of the development, Timber Sky will bring an additional tax base to the City and help to complete the infrastructure in the City's west side.

One of the greatest community benefits associated with the development of Timber Sky will be the impact on available housing that will result. As the project includes multiple housing types offered at a variety of different price points, the community will enjoy new, convenient and affordable housing. Timber Sky is located in an area of Flagstaff that includes two large employers, W.L. Gore and Swire Coca-Cola. As a result of this adjacency, the residents will be in close proximity to some of the region's larger employers. This new availability of work force housing will draw people to the City who may have been reluctant in the past due to concerns about housing affordability. Further, businesses looking to relocate to Flagstaff will place importance on the residential affordability index to ensure that its employees and their families will have comfortable communities to reside in. By adding a diversity of product that can be efficiently delivered, the application seeks to provide housing in the region that starts below the median price currently available, this will assist in new business and industry recruitment to the City.

The community benefits go beyond housing. The project incorporates environmentally sensitive design that is focused on resource protection, linkages that promote multi-modal corridors, and both day and night sky view preservation. With energy efficient construction and low water use vegetation, the project will benefit the community delivering an amenity program that is not just accessible, but environmentally conscious and creative.

Timber Sky will provide many recreational benefits to the entire City of Flagstaff including the improving regional multi-modal connectivity by the extension of the FUTS trail system, a large Community Center, and natural open space corridor, all of which are connected to one another. Walkability is highlighted by a series of trails that allow for connection to any part of the development in minutes. Timber Sky intends to work closely with NAIPTA in planning a future connection to the NAIPTA system near the northeast corner of the project site, possibly serving as a new western terminus of the routes. This will provide residents and community members with unique recreational and social experiences.

The Community Center will include a large plaza with a ramada, playground, pickle ball courts, a community garden and possibly a dog park. The plaza is planned to be large enough to host events such as a local community farmers market. The open space corridor serves as a wildlife linkage to the Coconino County Forest to the north and will



provide watchable wildlife recreation opportunities for all visitors. The Timber Sky passive and active amenities serve the public interest and good.

Finally, the City recently annexed the McAllister Ranch property just north of Route 66 in order to build the new Core Maintenance Facility for the City Public Works department. With the annexation of Timber Sky, the development will provide for more consistent City boundaries on both sides of the regionally significant route. These aspects of the project serve the public interest.

Affordable Housing

As has been reiterated throughout the project documents for Timber Sky, the community is designed to bring a variety of new-construction, residential units to the City of Flagstaff that are accessible to a spectrum of income levels- and specifically, entry-level buyers. Under the Incentive Policy for Affordable Housing, dated October 2009 (“IPAH”), the City of Flagstaff’s Housing Section has set forth the goals for the City’s incentive program, designed to encourage the “preservation and production of permanently affordable units and facilities intended for the Flagstaff community” . . . “narrowing the deficit of all types of housing for households earning up to 150% of the Area Median Income (AMI).”

In 2015, a household of 4 at the 150% AMI mark had an annual income of \$90,300. Based on generally accepted affordability calculations, this currently translates to a home price ranging between \$260,000 and \$280,000. The applicant’s goal is to provide a minimum of 100 residential ownership units at the time of sale to the ultimate purchaser at the 100% AMI affordability level (which today, would be \$220,000 based on an income of \$60,200). The Timber Sky AMI-accessible units may be located in any of the zoning categories, but will most likely be included in the MR and HR land use designations. The new units will be constructed with the benefit of the construction codes, materials and fixtures that will yield more affordable long-term maintenance and ownership costs as compared with other resale housing stock at the AMI level in the City. As a result, the driving goal of the IHAP will be furthered with the development of Timber Sky AMI units as there will be housing supply available to income levels that are well below the stated goal of 150%.

As the Timber Sky project moves to the platting phase for the individual development parcels, the ultimate infrastructure, improvement and design requirements will be known, and the developer will be equipped to further specify parameters for providing a portion of the project’s housing at the AMI. Within this zoning application and associated preliminary block plat application, the project has been designed within the City’s prevailing codes, and as a result, the Applicant is not making a voluntary incentive application under the IHAP in connection with this request. We look forward to working with the City and its Affordable Housing partners as it progresses through the entitlement and construction process.



Proposed Design and Land Uses

The project is designed to preserve view corridors throughout the community during the day and night. The plan will create a built environment that includes intimate neighborhoods that are connected by trails and open space corridors that provide linkages within the project and to the regional routes adjacent to it.

The proposed uses on the site range from High Density Residential (HR), Medium Density Residential (MR), and Single Family Residential (R1), to Commercial Services (CS). As illustrated in the Concept Zone Plan, Exhibit 4, the community is designed to cluster the proposed high and medium density residential development on the area of the site deforested by the 2006 wildfire and no longer have a high concentration of existing trees. In addition the higher density housing is located closest to the primary access points to the community near Route 66. High Density Residential (HR) densities range from 13 du/acre minimum to 22 du/acre maximum. The Medium Density Residential (MR) proposed densities range from 6 du/acre minimum to 9 du/acre maximum.

The proposed single family residential is located in the area of the site not affected by the wildfire and is naturally wooded area. The lower density residential was located for the least disturbance of the existing trees and located in the highest concentration of existing trees with a circumference greater than 25 inches. The Single Family Residential (R1) densities range from 2 du/acre minimum to 5 du/acre maximum.

The Commercial Services land was provided to enable the development of compatible commercial services to compliment the community, subject to market demands, and/or may be developed as residential uses as provided for the in Commercial Services (CS) zone.

The Site Data Chart, Table 1, details the proposed land uses, zoning, densities, and yields for the project. The table specifies the minimum and maximum densities proposed for the zoning districts. Table 2 separates out the site data into categories by zoning category. Tables 3, 4 and 5 detail the allowed uses permitted on the site by zoning category. The applicable development standards with each zone are as provided for in the October 2011 City of Flagstaff Zoning Code, unless otherwise specified in a development agreement.

Detailed lot layouts will be submitted at the time of individual block platting and in those applications, the local streets and lot arrangement will be designed to avoid disturbance of as many existing trees as possible. Preservation of the natural features of the site including rock outcroppings and forested areas will be a significant factor in the design of each parcel development.



Public and Emergency Vehicle Access

The site was chosen for development because of its immediate vehicular access to Route 66 and Woody Mountain Road, in conjunction with its natural beauty and natural amenities. The Concept Zone Plan, Exhibit 4, illustrates the conceptual design of the community's major road network.

The primary access to the site is via Route 66 and Woody Mountain Road. Two access points are proposed along Route 66, one on either side of the major drainage way that bisects the property. A third access point is located along Woody Mountain Road at the intersection of Presidio Drive South in the southeast corner of the site. The conceptual street cross section for Route 66 is illustrated on Exhibit 5, and Woody Mountain Road is illustrated on Exhibit 6.

Two proposed boulevard style collector streets, McAllister Ranch Road and Alvan Clark Way, meander through the site and acts as the primary circulation system for the community. The collector's proposed alignments follow the natural topography and were located specifically to retain existing natural features. A cross section of the expanded collector roadway is illustrated in Exhibit 20. The proposed cross section generally meets or exceeds the City's engineering standards.

The two collectors intersect at the center of the community with a roundabout. The interior roundabout is included in the proposed development to provide a central focal point of the community. The roundabout provides additional opportunity to add landscaping and complements the adjacent neighborhood by being in character with the existing Woody Mountain road improvements and roundabouts. The roundabout conceptual design is illustrated on the Conceptual Collector Corridor Plan, Exhibit 10. Roundabouts are recognized as a safe way to reduce speeds and provide a safer travel experience.

The looped collector roadway system provides easy access throughout the community. Each proposed residential and commercial parcel has direct access to the meandering collector streets. The parcels are of sufficient width to accommodate a minimum of one, and in most cases two, full access points to the collector. The parcels that have only one entry with a median break will also have right in/right out secondary access to the collector or an internal connection to an adjacent parcel.

The local road section is illustrated in Exhibit 21.

A separate optional cross section is proposed for some of the entries into parcels where lots do not front on the entry. At those locations, the entry cross section will widen to a 70 foot right-of-way with a 7 foot landscaped median as illustrated on Exhibits 22 and 23.



Preservation of Special Scenic and View Corridors

This site has views of the San Francisco Peaks to the north and the peaks view shed is identified on the Site Analysis Map, Exhibit 3. To the southeast of this line, the view corridor to the San Francisco Peaks is unobstructed. Due to the topography of the surrounding areas, the Timber Sky Development will not impact the adjacent parcels views.

Community Connectivity and Open Space

The Conceptual Community Connectivity and Open Space Plan, Exhibit 9, illustrates how the community is connected both internally and externally through a series of proposed trails and access ways. Timber Sky is internally connected by two major collector roadways, McAllister Ranch Road and Alvan Clark Way, as illustrated on the Conceptual Collector Corridor Plan, Exhibit 10, and a wide open space corridor that includes a 10' wide Unpaved FUTS trail as illustrated on the Conceptual Open Space Corridor Plan, Exhibit 11.

The enhanced collector roadways are envisioned to be used by a variety of potential users including pedestrians, joggers, bikers, and vehicles. These corridors consist of two 5' wide concrete sidewalks, a vehicular roadway with two 13 foot travel lanes and 5.5 foot bike lanes on both sides, a 16 foot wide landscape median, and ample landscape from curb to back of lots.

The open space corridor serves to convey drainage runoff but also to connect the community with the 10' wide Unpaved FUTS Loop trail running along the entire length. This corridor will be a wildlife thoroughfare as well. The required grading for the detention area will have undulations which will make the space appear to be part of the natural topography. The vegetation shall consist mainly of native grasses and shrubs and native riparian trees. A special native mix of tall grasses that can take periodic flooding will be planted in the bottom of the detention area. These plantings likely will attract wildlife. At one key location next to the Community Center, the detention area will be turf and is anticipated to be used for informal multi-purpose field sports. A dog park is another possible amenity that could be included near this open space corridor and the Community Center.

Along the north side of the community, east of the open space corridor and adjacent to Route 66, a 10 foot wide paved FUTS trail is proposed as illustrated on the Conceptual Route 66 Cross Section, Exhibit 5. In addition, this community will include a section of 10' wide paved FUTS trail at the southeast corner of the site as illustrated on the Conceptual Woody Mountain Road Cross Section, Exhibit 6. This trail will be incorporated into the FUTS trail system once the development to the north is completed by others.



Community Center

The proposed Community Center is imagined on the Conceptual Community Center Plan, Exhibit 12, and is strategically located to be visible from all directions and is adjacent to the collector roadway and the open space corridor. The Community Center is packed with amenities and includes: a large plaza with a large ramada, planetary themed playground, pickle ball courts, community gardens with a tool shed and lockers, star gazing plaza, picnic spaces, a potential dog park, off street parking and connections to the FUTS Loop trail. The overall layout of the park includes sweeping curves and radial offsets reminiscent of solar orbits. A large galactic feature element in the center of the civic center that will be visible from most of this area is planned.

The plaza is planned to be large enough to host events such as a local community Farmer's market and shall have a radial paving pattern consistent with a galactic theme. Centered on the plaza is the ramada whose structure will incorporate timber beams, native stone columns, standing seam metal roof and oversized steel fasteners for a rustic mountain look.

A special smaller star gazing plaza is planned across the playground that overlooks the large turf area in the open space corridor perfect for star gazing. The paving in this plaza will also be radial in nature, tied to the idea of celestial orbits.

The community garden space will feature a variety of raised garden planters and at grade garden plots. A large tool shed with lockers designed to complement the architecture of the nearby ramada will be incorporated. Water spigots, shady seating nodes, and informal gravel pathways through the gardens are envisioned. The entire garden space shall be enclosed by an open rail fence with weathered welded wire mesh to deter unwanted wildlife from entering on the garden area.

Overlook Park

An additional park, Overlook Park, is located adjacent to the Timber Sky entry along Woody Mountain Road at the south east corner of the site. A conceptual design of the park is illustrated on the Conceptual Overlook Park and East Entry Monument Plan, Exhibit 13. This open space sits on a large, rocky knoll and is heavily wooded with Ponderosa Pine and Gamble Oak. Meandering gravel trails will interconnect the adjacent collector road corridor to Parcel 4 and to the 10 foot wide Paved FUTS trail along Woody Mountain Road.

A spur off this trail leads through the forest, up to a small ramada that will sit at the location of the original McAllister Log Cabin foundation that remains in place. Due to the poor condition of the original foundation slab, it will be replaced and enhanced with an intimate seating area under a ramada which will overlook the forest with sweeping views of the San Francisco Peaks. The small ramada will incorporate timber and native stone



much like the large ramada in the community center. A small plaque will be placed at the ramada detailing the history of the McAllister's log cabin.

The spur trail will eventually lead up to a seating nook nestled within a rock outcropping. This intimate seating nook sits high up on the knoll, overlooking the forest with again nice views to the San Francisco Peaks.

Preservation of Existing Rock Outcroppings

At the time Timber Sky was being conceptually developed, the sites natural features were located by survey including several rock outcroppings, tree and slope resources and view sheds. These features are shown on the Site Analysis Map, Exhibit 3, and on the Natural Resource Protection Plan being submitted with the Preliminary Block Plat. The slopes and tree resources will be protected in accordance with the City of Flagstaff Zoning Code. Significant effort has been made to protect several of the rock outcroppings around the site, in particular the rock outcroppings outside of the burn area with strands of trees. The rock outcroppings with no trees located on them and that are smaller in size will not be preserved.

Overlook Park at the Woody Mountain Road entrance to the site has been designed to emphasize and preserve this beautiful rock outcropping feature and stand of native trees. A significant outcrop is being preserved along Interstate 40 within Parcels 4 and 5 (approx. 1.1 acres). Another outcrop within Parcels 2 and 3 (approx. 0.3 acres) will be preserved. These three locations have the highest quality outcroppings due to their size, mix of tree and slope resources and elevation. Other than these three areas, the other rock features of lesser value may or may not be saved at the time of development of each Parcel.

Required Open Space and Civic Space

The Conceptual Connectivity and Open Space and Civic Center Plan, Exhibit 9, illustrates the proposed open space and Civic Space for the community. The Conceptual Open Space and Civic Space Chart, Table 6, illustrates the required open space for the community based on the City specified required percentages by zoning category. The percentages are then equated to an overall acreage of required open space. Based on the required percentages, 12.53 acres of open space is required to be provided on the project. As conceptually designed, the plan will allocate 14.73 acres of open space which exceeds the required amount and includes areas of open space within the rock outcropping preservation areas, Overlook Park and the open space within the collector roadway. The median and landscape area within the collector roadway will be allocated as open space but does not include the parkway between curb and sidewalk.



As the Chart illustrates, five percent (5%) of the Timber Sky community is required as Civic Space, which equates to 9.88 acres. The Community Center (Parcel 15) and Open Space Corridor (Parcel 14) is proposed to satisfy the Civic Space requirement. The combined total area of the Community Center and Open Space Corridor is 11.54 acres which exceeds the required amount.

The Civic and Open Space will be developed per the Phasing Plan, Exhibit 19, or as the adjacent parcel develops. The Conceptual Open Space by Development Phase Chart, Table 8, illustrates the required and allocated Civic and Open Space for the community based on the development phase. Each phase will allocate the required amount of Civic and Open Space. Any extra Civic or Open Space provided per phase may be reallocated to a subsequent phase of development. Certain portions of open space which qualify as Civic Space (FUTS trail, public amenities, etc.) will be used to satisfy Civic Space requirement per phase.

Project Theming and Entry Monumentation

The City of Flagstaff has a significant tie to the sky above. Lowell Observatory, built in 1894 is perched on Mars Hill overlooking the town and has been a special local landmark since it was built. The dwarf planet Pluto was discovered here. Flagstaff's progressive Dark Sky efforts make the City ideal for star gazing. Flagstaff has a rich history tied to the timber industry as well. The City is located in the largest Ponderosa Pine forest in the world. The monumentation for this project incorporates these two strong historical aspects of the City. Entry monumentation is proposed at each of the three entries into the community as illustrated on the Conceptual Community Connectivity and Open Space and Civic Space Plan, Exhibit 9.

The entry designs are conceptually illustrated on the Conceptual Primary Entry Monument Plan, Exhibit 14 and the Conceptual Primary Entry Monument Elevation, Exhibit 15, and the Conceptual Overlook Park and East Entry Monument Elevation, Exhibit 16. The tapered circular form of the monument is derived from the shape of the Pluto telescope building at Lowell Observatory. The monument shall be clad in native stone similar to the Pluto telescope building. The monument cap will mimic COR-TEN weathering steel and will have circular cutouts along the cap base internally illuminated to simulate star light. Roughhewn timber produced by this development will be used to construct retaining walls, posts, beams and design features associated with the monuments. The ramadas and bridge at the open space crossing are to incorporate roughhewn timber elements and COR-TEN weathering steel as well. Keeping with the theme, it is anticipated that the Community Center Park will include a centrally located large galactic feature element.



Landscape Theme

The two driving goals for the landscape are to complement the beautiful native landscape present on the site and to provide enhanced landscape at key areas into the community that is unique to the project.

Native vegetation including Ponderosa Pine, Gamble Oak and groundcovers will be preserved wherever possible. The majority of the disturbed areas shall be seeded with native seed mix allowing new landscape to blend seamlessly with the preserved landscape over time. Throughout the site, the preserved native Ponderosa Pine forest will be supplemented with additional new Ponderosa Pine and Pinon Pine. Clusters of adapted canopy trees will run along the walks and trails as a part of the collector roadway.

To meet the City right of way landscape requirements found in Title 13, City approved street trees shall be selected from the City's low water list shall be planted in clusters approximately 35 feet on center with wider gaps at strategic locations such as at trail connections or where there is an existing tree to be saved. Trees shall be planted at no less than an overall average of 45 feet on center for each parkway. The clustering of street trees is intended to create the desired less formal appearance. Native boulders found on-site will be clustered in the landscape bed areas as well.

Landscape and collector intersections will be enhanced at the entry monuments. Blue Spruce trees and Ponderosa Pine will provide a backdrop to the monumentation while colorful ornamental trees will be sprinkled in the foreground. Additional colors and textures will be provided by both rock and wood mulch beds planted with mainly native or adapted shrubs and ornamental bunch grasses.

A special feature of this development is the presence of 16 foot wide landscape medians that run along the center of the collector roadway. These medians will preserve existing pines where possible and shall be planted with native grasses and clusters of canopy and evergreen trees. Trees shall be planted at no less than an overall average of 45 feet on center similar to the adjacent parkway. Enhanced perennial flower landscape beds may be installed at the median ends. Shrub beds interspersed along the entire length of the medians that are consistent with the landscape design goals will complete this feature.

Because of the desire to have the enhanced collector roadways serve as a unique visual connection for the entire Timber Sky community utilizing landscaping elements beyond the typical for City maintained roadways, the homeowner's association for Timber Sky will maintain all landscaping within the public right-of-way under a license agreement with the City of Flagstaff.



Fencing

A family of fencing and walls has been created for this project to assist in enhancing the overall character of this development. This narrative will be used as a general guide for fencing concepts. The developer will incorporate guidelines from the Arizona Game and Fish Department to ensure wildlife friendly fencing and walls wherever possible. Materials used shall be consistent with the materials used for the monuments where feasible and compatible with the AZGFD Wildlife Compatible Guidelines.

The Conceptual Wall and Fence Location Plan, Exhibit 18, illustrates conceptual location of the various proposed wall and fence types. The wide open space corridor is envisioned to remain open with no fencing at either end in order for wildlife to move freely through the site. On the south end along Interstate 40 the corridor will be blocked to avoid Elk and Deer from entering onto the freeway. Where the corridor connects along the west side, it will be left open for at least a 150-inch width north of the existing APS substation to allow movement for wildlife. Open rail fencing with the weathered welded wire mesh option at the back of lots along the open space corridor will help deter wildlife from entering the lots and help separate pets from wildlife.

The fencing and screen walls at Timber Sky shall adhere to a set of design standards that will enhance a sense of community as well as compliment the natural surroundings. In keeping with the overall theme, most materials will be natural and rustic. Roughhewn cedar, on-site native rocks and boulders, and weathered steel shall be the main fencing materials. The family of fencing as shown on Exhibit 17 consists of open rail wood fence, privacy wood fence, gabion walls and columns, weathered corrugated steel fence and masonry sound wall. The open rail fence is to be used mainly where yards are adjacent to open space. The masonry sound wall is to be mainly located at the back of lots along I-40. Neighborhoods adjacent to collectors have options to choose a privacy wood fence, the open rail fence or masonry wall. The gabion walls and corrugated steel fencing shall parallel Route 66. In special cases open rail fence may be used along Route 66. The design of these fences allows for flexibility while adhering to a consistent Timber Sky theme.

Builders and homeowners within Timber Sky will be encouraged to take advantage of the educational materials created by the AZGFD for living with wildlife to create and maintain a community that lives in harmony with the natural environment as much as practical.

Development Phasing

The development of the Timber Sky will rely on the timing and availability of public utilities to the site as well as market conditions. At this time, it is anticipated that the project will be developed in four phases as illustrated on the Conceptual Phasing Plan, Exhibit 19.



The Preliminary Development Phasing Data Chart, Table 7, illustrates the land uses and development acreages proposed in each phase of development. As the project moves through the platting phases, the phasing boundaries will be guided by this application but may be altered to address changes in conditions as approved by the City. The detailed phasing of the infrastructure associated with the development will be addressed in the Preliminary Block Plat application.

Public Services

Timber Sky is ideally situated for the proposed residential and commercial uses. The main access to the site is provided by Route 66 and it will provide quick access for residents and emergency vehicle access. Although the site is on the boundary of the Flagstaff City Limits, one of the City of Flagstaff central intersections of Milton Road and Route 66 is only two miles to the east.

All services are available in this area for new residents including schools, shopping and other public services. The Timber Sky community will provide much needed housing that is physically close to the City. Within the last few years the infrastructure of the City of Flagstaff public potable water system has been extended beyond this site to the Gore facility south of Interstate 40. This extension allows this project to connect to the City infrastructure. The development is suitable for this area of the City and will complement the surrounding properties.

Fire Protection

The Flagstaff Fire Department provides fire coverage for the area of Timber Sky. The closest fire station is Station #1 located at 1972 South Thompson Street, approximately 1.5 miles from the site. As an important wildland-urban interface between the City of Flagstaff and the surrounding forest, the project will provide suitable access and fire wise construction practices.

Police Protection

The Flagstaff Police Department will be the police protection agency for Timber Sky.

Schools

The project lies within the Flagstaff Unified School district. It is anticipated that the elementary age children (K-5) will attend Sechrist Elementary School as De Miguel Elementary School is at capacity. Sechrist is approximately three miles to the northeast of the site. The middle school age children (6-8) will attend Mt. Elden Middle School which is approximately 5 miles northeast of the community. The Flagstaff High School, located about 2 miles northeast of the site will serve grades 9-12. The Haven



Montessori Charter School is located approximately 1.5 miles northeast of the site. The school locations in relation to Timber Sky are illustrated on Exhibit 7.

Potable Water

Timber Sky will be served by the City of Flagstaff Municipal Water System. A conceptual plan of the proposed utilities for the site is illustrated on the Conceptual Utility and Drainage Plan, Exhibit 8. The water mains to be constructed for the development will be located within public Right of Ways or Public Utility Easements. Connections to the 18 inch water main within Route 66 and the 12 inch main in Woody Mountain Road will be constructed to loop the system. Each of the development parcels in this development will be connected to the water main within the collector roadways. The water system will be extended in coordination with the phasing and as needed for the individual parcels.

The City of Flagstaff prepared a Water and Sewer Impact Analysis dated 11/03/2015. The City is requiring Timber Sky to construct one or more wells to provide for the public water demand of the development. The WSIA requires the developer of Timber Sky to install a new well, or wells, on the City water system that produce at least 331.4 gallons per minute (gpm). This production requirement was based on the Conceptual Land Use Exhibit dated April 7, 2015 submitted with the initial Annexation application that showed the following units:

Dwelling Units = 1,654 total single family & multi-family

- 626 multi-family dwelling units
- 1,028 single family dwelling units

The current project documents for Timber Sky reflect a limit to the total residential unit count of 1,300 residential units. Prorating the unit split used in the WSIA from 1,654 down to 1,300 gives:

- 492 multi-family dwelling units
- 808 single family dwelling units

This calculates out to a new well production requirement of 260.5 gpm. Because of the limitation of 1,300 total residential units, Timber Sky will be required to install a new well, or wells, on the City water system that produce at least 260.5 gallons per minute (gpm).

The City will allow this new well capacity to be deferred by allowing up to 420,000 gallon per day (gpd) of peak water demand equivalent to 480 Single Family Housing units before requiring the new well production capacity to be brought on line. This generally allows Timber Sky to defer the new well to phase 2 of the development, pending the limitations noted above. As development proceeds, the actual unit types will be tracked



to tally the overall peak water demand and determine the trigger point for the well installation. Based on preliminary density estimates, this water demand will not be reached until the second phase.

Because the resulting production of a new well is unpredictable, the production capacity that will be developed by Timber Sky will be greater than the 260.5 gpm requirement. The Development Agreement will address the City reimbursement to the developers of Timber Sky a prorated amount for capacity installed greater than the requirement.

Solid Waste

The solid waste disposal for Timber Sky will be provided by the City of Flagstaff to the Cinder Lakes Landfill. The single family homes will have roll out containers and curbside pickup. The high density residential and the commercial service parcels will construct dumpster enclosures within their respective sites.

Storm Water Drainage

The City of Flagstaff stormwater standards require the preparation of a Drainage Impact Analysis (DIA) to determine the downstream effects from a new development. In lieu of a DIA, the project has elected to store the volumetric flow difference between the pre-development conditions and the post-development conditions on-site within the open space drainage corridor. A Drainage Impact Analysis will therefore not be required for development within the Timber Sky project.

A Preliminary Drainage Report has been submitted with the Preliminary Block Plat to document the stormwater management approach. The water quality aspects of the low impact development (LID) requirements are being met in the upper reaches of the site at the discharge points of impervious surface areas.

As illustrated on the Conceptual Utility and Drainage Plan, Exhibit 8, Timber Sky will have an open space corridor that will manage major portions of the storm water on the project site. The open space corridor will be owned and maintained by the Homeowner's Association and zoned as POS.

The majority of the site outlets to the existing box culvert under Route 66. The box culvert eventually discharges flow to the Clay Wash Detention Basin located north of Route 66 within Rio De Flag watershed area. Minor portions of the site on the east side currently discharge to two culverts under Woody Mountain Road across private property. This flow will either be redirected west to the same outfall as the remainder of the project or will be discharged in a similar condition and at rates at or below the existing pre-development flow rates to avoid impact of downstream private property.



The commercial and high density Parcels (1, 2, 9, 12 and 13) shown on the Concept Zone Plan, Exhibit 4, will be responsible for constructing their own onsite storm water management facilities to address Low Impact Development (LID), volumetric control and rate control requirements in accordance with the City of Flagstaff requirements. Those onsite systems will discharge to the open space corridor or a portion of Parcels 1 and 2 possibly will discharge to the east as discussed above.

Waste Water

Timber Sky will be served by the City of Flagstaff Municipal Wastewater System. The sewer mains that are constructed for the development will be located within public right-of-ways or Public Utility Easements. There is no existing wastewater system to serve this parcel. The WSIA identifies approximately 5,170 feet of 18 inch PVC sewer that Timber Sky is required to install to serve the project. Turner Engineering, Inc. prepared construction plans for this sewer extension under contract with Gore known as the Westside Sewer Line Extension which begins at the Existing City Manhole MH-2A-472 and continues across Interstate 40 to serve the Gore property. Timber Sky needs a portion of this sewer built to gain service to the project. The City is constructing a new Public Works Core Maintenance Facility on the North side of Route 66 across from the Timber Sky development and will build the first leg of the Westside Sewer Line Extension through Manhole #18 approximately 300 feet North of Route 66. Timber Sky will be required to build the next leg of the sewer from Manhole #18 to the Timber Sky development in order to gain sewer service.

The WSIA identifies approximately 3100 feet of existing 8 inch sewer that needs to be replaced with 18 inch PVC due to limited capacity. This is in the Westglen Mobile Home Park area and runs within the roadways of Thompson & Kaibab. This is a planned City of Flagstaff project that is budgeted for fiscal year 2021, with a budget of approximately \$1.4 M. Because Timber Sky intends to develop the 1st phase in 2017 with homes needing certificates of occupancy in early 2018, Timber Sky will need to build this sewer in advance of the City timeline. This improvement is also required to bring service to the Gore property south of I-40.

The sequence of development and construction of the infrastructure is detailed in the Phasing Analysis submitted with the Preliminary Block Plat.

Electric and Gas Services

Natural gas service will be provided to Timber Sky by Unisource Energy Services. There is a gas main within the Right of Way of Route 66 that can service the project site. The design of the facilities needed for the development will be coordinated with Unisource during the construction design phase of each parcel.

Electric service will be provided by APS. There is a 69 KV overhead transmission line



that exists onsite that runs from the APS transformer on the western boundary of the property to the east towards town. The line will be undergrounded in coordination between APS and Timber Sky as the phases develop and will run through the McAllister Ranch Road Alignment.

Pending Legal Issues

There are no pending legal issues related to the Timber Sky development. The framework for a development agreement has been provided concurrently with this application and it is anticipated that the agreement will move forward on the same path as this application.

Resource Protection Overlay District

The Timber Sky site is a healthy Ponderosa Pine forest with some burnt areas from the 2006 fire. The remaining tree resources on site were surveyed and accounted for in accordance with the City of Flagstaff Zoning Code. A Preliminary Natural Resource Protection Plan that accounts for the remaining trees on this site will be submitted to the City of Flagstaff with the Preliminary Block Plat submittal. The framework that will be used to determine the Resource Protection thresholds is provided in the Development Agreement that accompanies this application.

Historical and Archeological Resources

PaleoWest archaeologists conducted a historic resource study of the site. The cultural resources survey was completed in compliance with the Flagstaff City Code (Title 10: Flagstaff Zoning Code, Chapter 10-30.30, and Historic Preservation). The study resulted in the identification of 20 historic features and structures associated with the McAllister residential complex. The residential complex is not recommended eligible for listing on the Flagstaff, State, and National Registers of Historic Places, and is therefore not a significant historic resource. No mitigation measures are necessary.

In an effort to honor the McAllister's history on the property, the developer proposes using the McAllister name on the main collector roadway through the community to pay homage to the McAllister family, and use the remaining structures as design inspiration for other elements. For example, the original Log Cabin foundation remains in place in an area that will be developed as Overlook Park (situated in the southeastern portion of the study area). Due to the poor condition of the original foundation slab, it will be replaced and enhanced with an intimate seating area under a ramada which will overlook the forest with sweeping views of the San Francisco Peaks. A small plaque will be placed at the ramada detailing the history of the McAllister's log cabin. Stones from the exterior of the caretaker's house and accessory structures will be used in the Timber Sky entry monuments and exterior walls, and the project theming will include stone and log elements.



The other collector roadway in the community will be named for another prominent Flagstaff historical figure, Alvan Clark. Alvan Clark and Sons built the first telescope at Lowell Observatory as well as five of the largest refracting telescopes in the world.

Traffic Impacts

It is anticipated that the Timber Sky master planned community will generate approximately 10,642 daily vehicles with approximately 954 PM peak hour trips anticipated from the area. The City of Flagstaff, Coconino County and the Arizona Department of Transportation (ADOT) require developments of this size to prepare a traffic study addressing regional impacts. The study identifies necessary roadway improvements surrounding the site evaluates the AM peak hour and PM peak hour. The traffic study has been submitted to the City and ADOT documenting the evaluation performed and all assumptions therein.

Access to Timber Sky is provided from Route 66 and from Woody Mountain Road. Route 66 will be the fastest route to reach destinations in the downtown Flagstaff area and some portions will require widening to provide a second through lane of travel in each direction. Woody Mountain Road will not provide regional access until its planned connection with I-40. This connection is not yet funded and the timing is uncertain. However, as regional connections and roadway improvements are provided surrounding the Timber Sky site, traffic patterns are likely to adjust to the paths that have the least amount of traffic or provide the fastest travel time to the final destination. Both Woody Mountain Road and Route 66 are classified as minor arterials within the Flagstaff Pathways Regional Transportation Plan 2030.

Two access points will be provided from Route 66. At each point, Route 66 will widen to provide a dedicated westbound left turn lane and a dedicated eastbound right turn deceleration lane. One access point will be provided from Woody Mountain Road located at the existing Presidio Drive roundabout.

The internal vehicular circulation will be conveyed by a collector roadway providing one lane in each direction of travel separated by a raised median. The cross section for the collector roadway is located on Exhibit 20.

Additional Reports and Studies

A Citizen Participation Plan and Report, Cultural Resource Study, Preliminary Drainage Report, Drainage Impact Analysis, and Traffic Impact Analysis have been prepared for the project and have been submitted to the City.

The Flagstaff Regional Plan 2030 Analysis is included in this narrative as Appendix 1. A copy of the ALTA Survey and Title Report including the Legal Description are included with this narrative as Appendix 2.



Development Team

Developer:
Vintage Partners, LLC
2502 East Camelback Road, Suite 214
Phoenix, Arizona 85016
Contact: Duane Hunn
(602) 459-9931
duane@vintagevp.com

Engineer:
Woodson Engineering and Surveying,
Inc.
124 North Elden Street
Flagstaff, Arizona 86001
Contact: Rick Schuller
(928) 774-4636
rschuller@woodsoneng.com

Land Planner:
Arizona Land Design, LLC
9007 North Arroya Grande Drive
Phoenix, Arizona 85028
Contact: Christine Lyons Taratsas
(480) 951-6410
Christine@ArizonaLandDesign.com

Zoning Attorney:
Bergin, Frakes, Smalley & Oberholtzer,
PLLC
4455 East Camelback Rd, Suite A-205
Phoenix, Arizona 85018
Contact: Carolyn Oberholtzer
(602) 888-7860
coberholtzer@bfsolaw.com

Landscape Architect:
Norris Design
6 East Aspen, Suite 260
Flagstaff, Arizona 86001
Contact: Aaron Hayne
(720) 217-4479
ahayne@norris-design.com

Traffic Consultant:
CivTech, Inc.
10605 North Hayden Road, Suite 140
Scottsdale, Arizona 85260
Contact: Dawn Cartier
(480) 659-4250
dcartier@civtech.com

Real Estate Consultant:
Belfiore Real Estate Consulting
3930 East Ray Road, Suite 120
Phoenix, Arizona 85044
Contact: Jim Belfiore
(480) 706-1002

Lighting Consultant:
Wright Engineering Corporation
165 East Chilton Drive
Chandler, Arizona 85225
Contact: Aaron Kutchinsky
(480) 497-5829
akutchinsky@wrightengineering.us



TIMBER SKY

Concept Zoning Plan

LIST OF EXHIBITS



VINTAGE
PARTNERS



N.P.S.
 Prepared: 11/20/15
 Revised: 12/7/15
 Revised: 3/10/16
 Revised: 8/23/16
 Revised: 8/12/16

WOODSON
 ENGINEERS & SURVEYORS

VINTAGE
 LAND SURVEYING

TIMBER SKY | VICINITY MAP

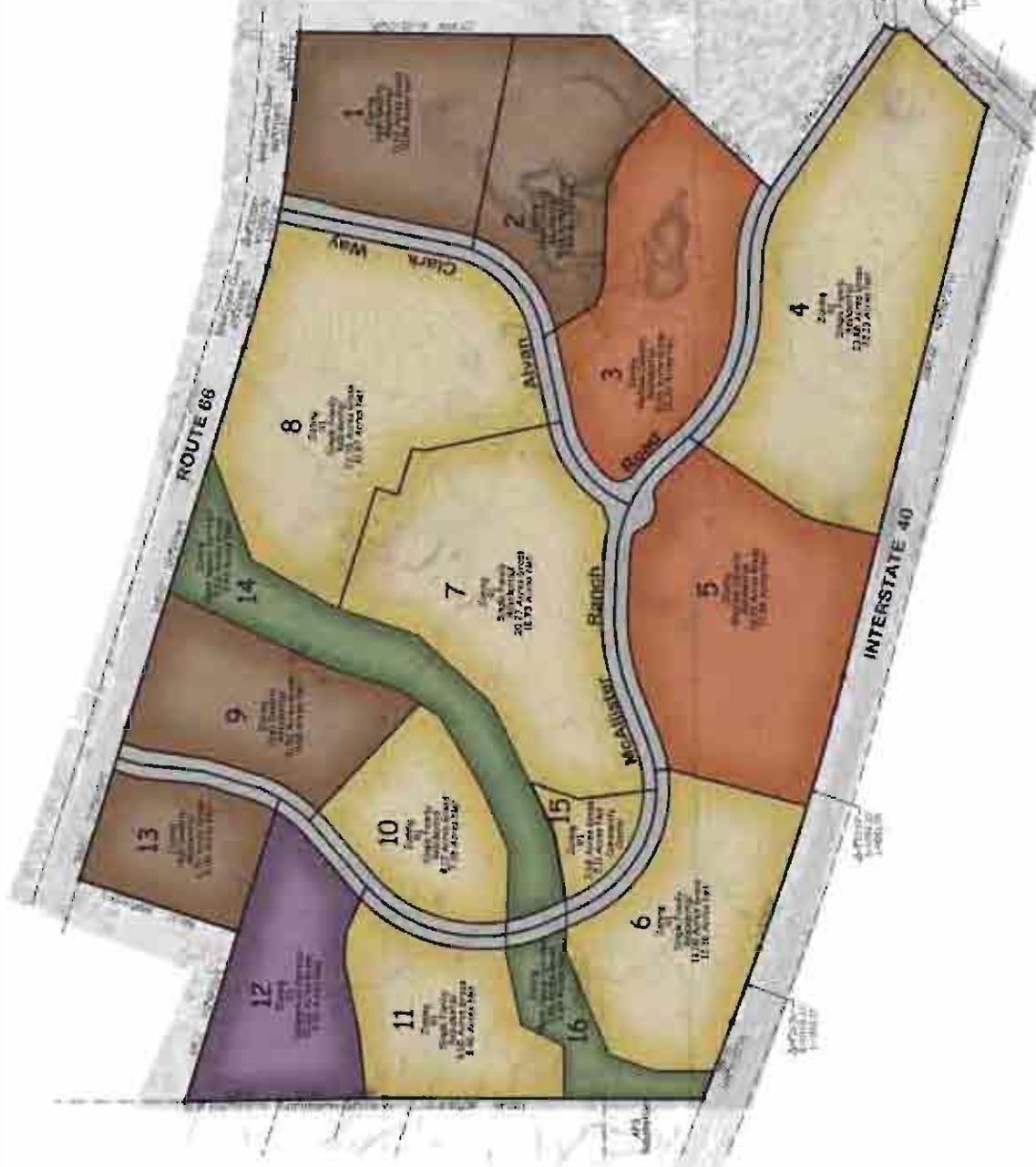


Prepared: 11/20/15
 Revised: 12/27/15
 Revised: 3/10/16
 Revised: 6/23/16
 Revised: 8/12/16

Site Data Chart

Parcel	Proposed Zoning	Proposed Use / Building Type	Parcel Area (Acres)	Site Area (Acres)	Impervious Area (Acres)	Impervious Area Ratio (%)	Proposed Maximum Density (Units/Acre)	Proposed Maximum Density (Total Units)
1	HR	High Density Residential	11.02	10.64	3	27	27	297
2	HR	High Density Residential	10.74	10.36	3	27	27	283
3	HR	High Density Residential	14.88	14.20	4	27	27	283
4	HR	High Density Residential	31.09	29.13	7	27	27	283
5	HR	High Density Residential	14.35	13.88	4	27	27	283
6	HR	High Density Residential	13.08	12.58	4	27	27	283
7	HR	High Density Residential	20.27	18.73	5	27	27	283
8	HR	High Density Residential	21.38	20.47	5	27	27	283
9	HR	High Density Residential	10.55	10.08	3	27	27	283
10	HR	High Density Residential	8.27	7.78	2	27	27	283
11	HR	High Density Residential	8.28	7.85	2	27	27	283
12	OS	Open Space Corridor	10.03	9.35	0	0	0	0
13	POS	Public Open Space	8.70	8.28	0	0	0	0
14	POS	Public Open Space	8.70	8.28	0	0	0	0
15	POS	Public Open Space	8.70	8.28	0	0	0	0
16	POS	Public Open Space	8.70	8.28	0	0	0	0
17	POS	Public Open Space	8.70	8.28	0	0	0	0
18	POS	Public Open Space	8.70	8.28	0	0	0	0
19	POS	Public Open Space	8.70	8.28	0	0	0	0
20	POS	Public Open Space	8.70	8.28	0	0	0	0
21	POS	Public Open Space	8.70	8.28	0	0	0	0
22	POS	Public Open Space	8.70	8.28	0	0	0	0
23	POS	Public Open Space	8.70	8.28	0	0	0	0
24	POS	Public Open Space	8.70	8.28	0	0	0	0
25	POS	Public Open Space	8.70	8.28	0	0	0	0
26	POS	Public Open Space	8.70	8.28	0	0	0	0
27	POS	Public Open Space	8.70	8.28	0	0	0	0
28	POS	Public Open Space	8.70	8.28	0	0	0	0
29	POS	Public Open Space	8.70	8.28	0	0	0	0
30	POS	Public Open Space	8.70	8.28	0	0	0	0
31	POS	Public Open Space	8.70	8.28	0	0	0	0
32	POS	Public Open Space	8.70	8.28	0	0	0	0
33	POS	Public Open Space	8.70	8.28	0	0	0	0
34	POS	Public Open Space	8.70	8.28	0	0	0	0
35	POS	Public Open Space	8.70	8.28	0	0	0	0
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38	POS	Public Open Space	8.70	8.28	0	0	0	0
39	POS	Public Open Space	8.70	8.28	0	0	0	0
40	POS	Public Open Space	8.70	8.28	0	0	0	0
41	POS	Public Open Space	8.70	8.28	0	0	0	0
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43	POS	Public Open Space	8.70	8.28	0	0	0	0
44	POS	Public Open Space	8.70	8.28	0	0	0	0
45	POS	Public Open Space	8.70	8.28	0	0	0	0
46	POS	Public Open Space	8.70	8.28	0	0	0	0
47	POS	Public Open Space	8.70	8.28	0	0	0	0
48	POS	Public Open Space	8.70	8.28	0	0	0	0
49	POS	Public Open Space	8.70	8.28	0	0	0	0
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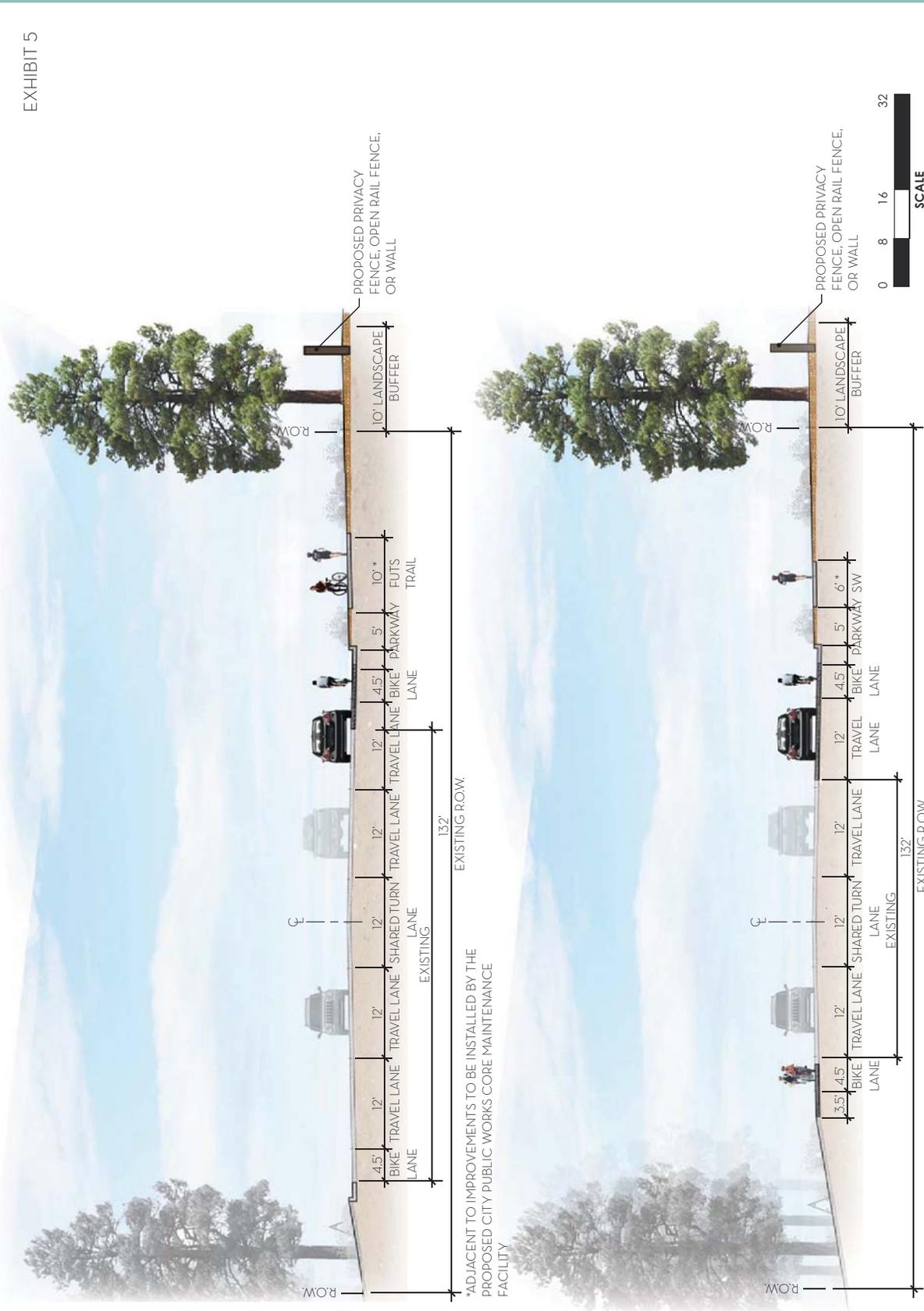
Notes:
 - Proposed parcel yield is capped at a total of 1,000 dwelling units.
 - Maximum densities are based on the lot area available for the zoning category and not on a per-acre basis.
 - Maximum density is based on maximum allowable density in the zone (not always the zoning category) within the Planning Commission Overlay District (PCOD) and not on a per-acre basis.
 - Maximum Allowed Density: For lots that are 7,000 sq ft or greater, the density is 27.



LEGEND

- High Density Residential (HR)
- Medium Density Residential (MR)
- Single Family Residential (R1)
- Commercial Service (CS)
- Public Open Space (POS)
- Collector Roadway
- Contours

Scale 1" = 400'
 Prepared: 11/20/16
 Revised: 12/27/16
 Revised: 3/10/18
 Revised: 8/23/18
 Revised: 8/12/18



*ADJACENT TO IMPROVEMENTS TO BE INSTALLED BY THE PROPOSED CITY PUBLIC WORKS CORE MAINTENANCE FACILITY

*ADJACENT TO UNIMPROVED SECTIONS OF PAVEMENT



Revised: 8/12/16

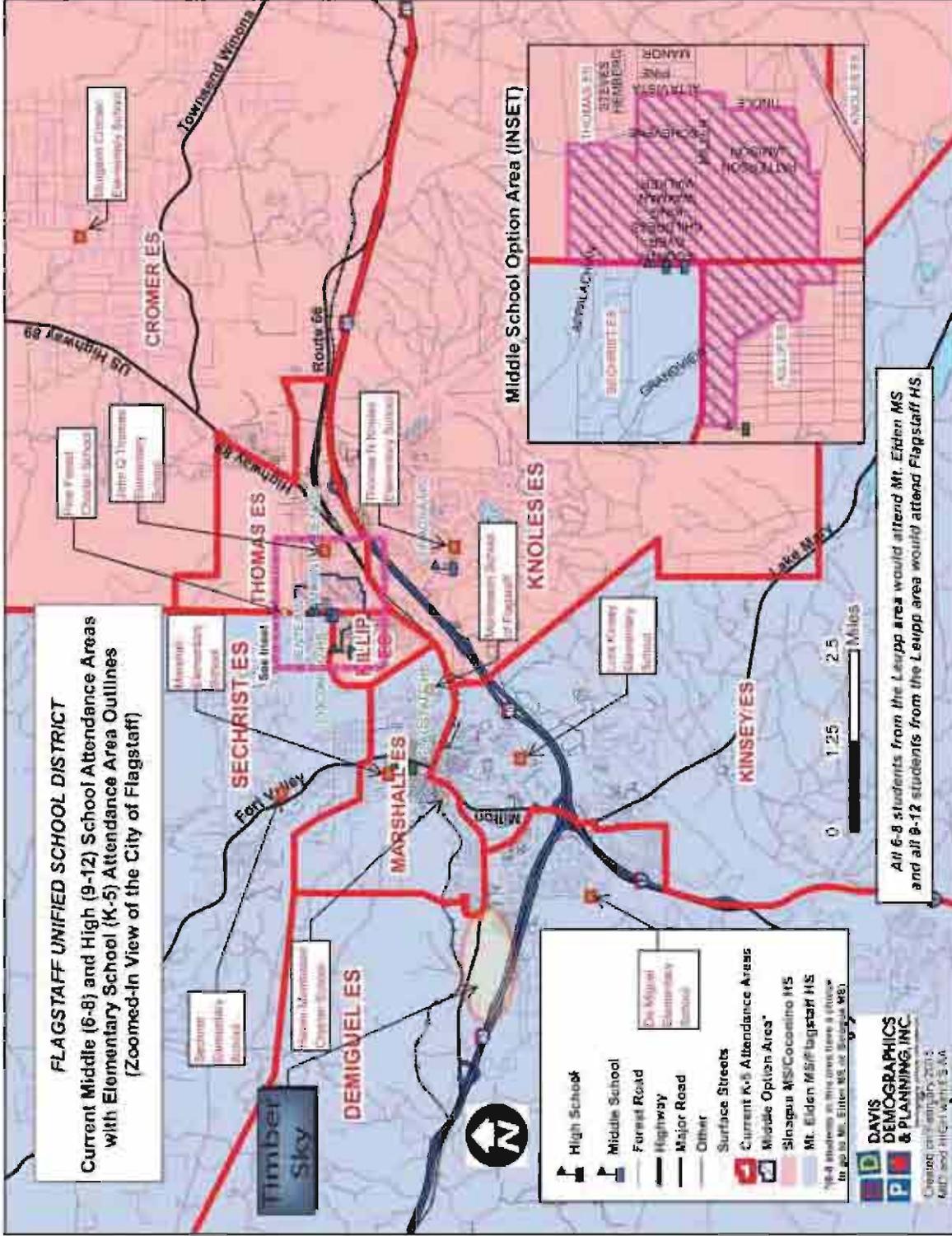
TIMBER SKY | CONCEPTUAL ROUTE 66 CROSS SECTION

NORRIS DESIGN

VINTAGE PARTNERS



Revised: 8/12/16



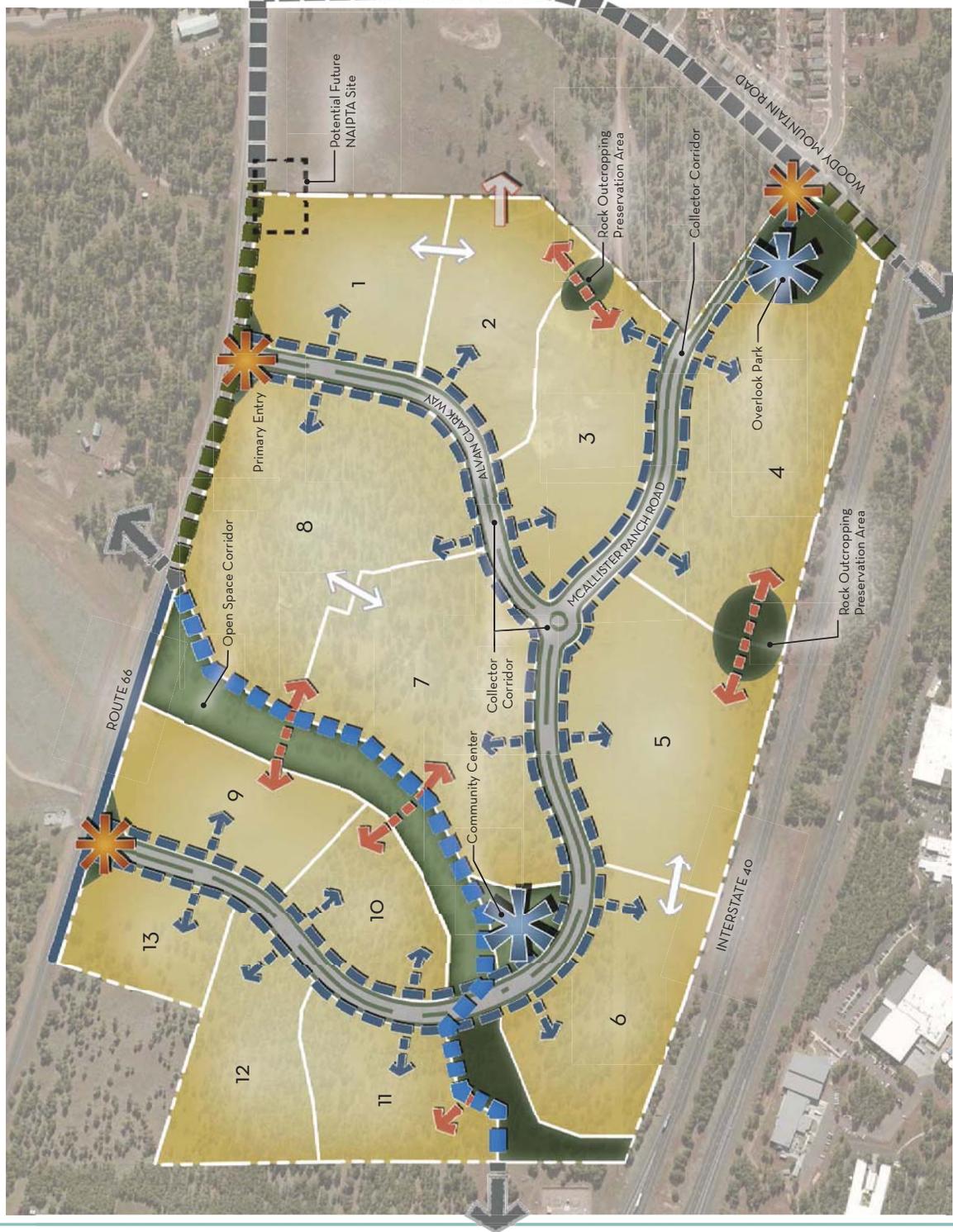
FLAGSTAFF UNIFIED SCHOOL DISTRICT
 Current Middle (6-8) and High (9-12) School Attendance Areas
 with Elementary School (K-5) Attendance Area Outlines
 (Zoomed-In View of the City of Flagstaff)

All 6-8 students from the Leupp area would attend Mt. Elden MS
 and all 9-12 students from the Leupp area would attend Flagstaff HS

- High School
- Middle School
- Forest Road
- Highway
- Major Road
- Other
- Surface Streets
- Current K-5 Attendance Areas
- Middle Option Area*
- Sinagua MS/Coconino HS
- Mt. Elden MS/Flagstaff HS
- *K-5 students in this area have a choice to go to Mt. Elden MS or Sinagua MS.

DAVIS
DEMOGRAPHICS
& PLANNING, INC.
 Creating Community, 2013
 K-12 and High School S.A.

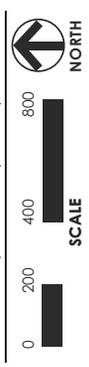
Prepared: 1/10/15
 Revised: 3/10/15
 Revised: 5/23/15
 Revised: 6/12/15



LEGEND

- Entry Monumentation - See Enlargements
- Public Amenities - See Enlargements
- Civic Open Space
- General Open Space
- 6' Detached Concrete Walk
- 5' Detached Concrete Walk
- Internal Pedestrian Connection
- FUTS Loop Trail - Unpaved (10' Meandering)
- Proposed FUTS Trail - Paved (10')
- FUTS Trail - By Others
- Internal Vehicular and Pedestrian Connection*
- Possible Pedestrian Connection

* Internal connectivity will be addressed at time of subdivision platting or Site Plan as applicable. Internal vehicular and pedestrian connectivity illustrated on plan is conceptual only

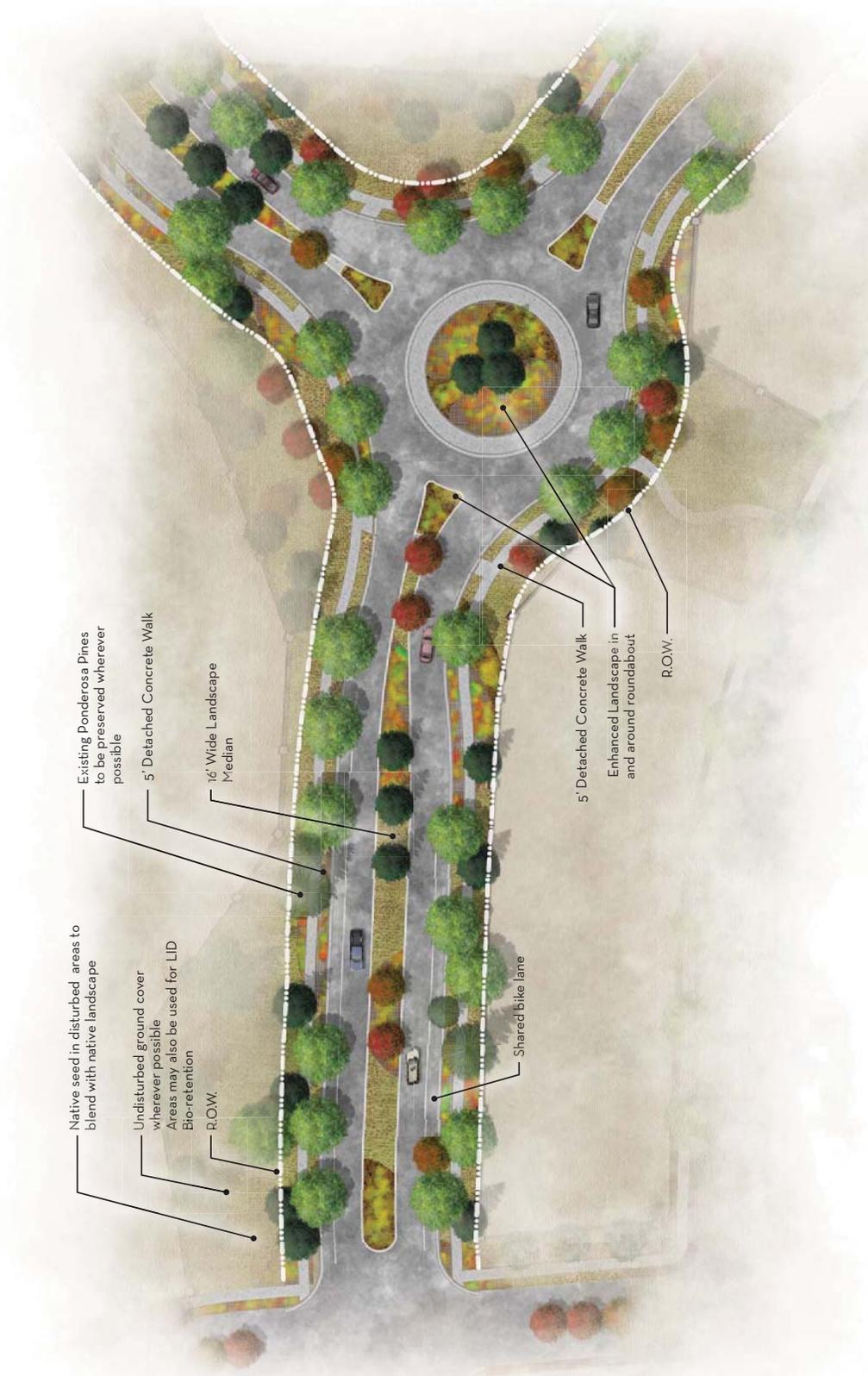



TIMBER SKY | CONCEPTUAL OVERALL COMMUNITY CONNECTIVITY, CIVIC SPACE AND OPEN SPACE PLAN


NORRIS DESIGN

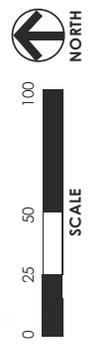

VINTAGE PARTNERS

Revised: 8/12/16



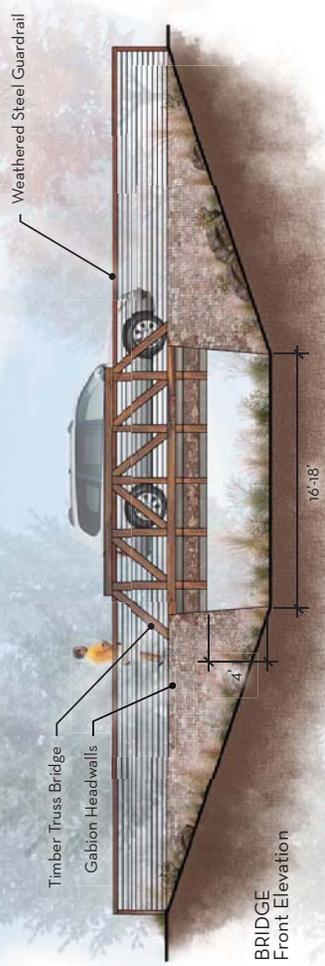
LEGEND

-  Proposed Canopy Tree
-  Proposed Evergreen Tree
-  Proposed Ornamental Tree
-  Existing Tree
-  Native Grasses
-  Planting Bed



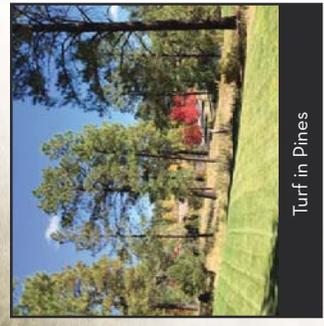
Revised: 8/12/16

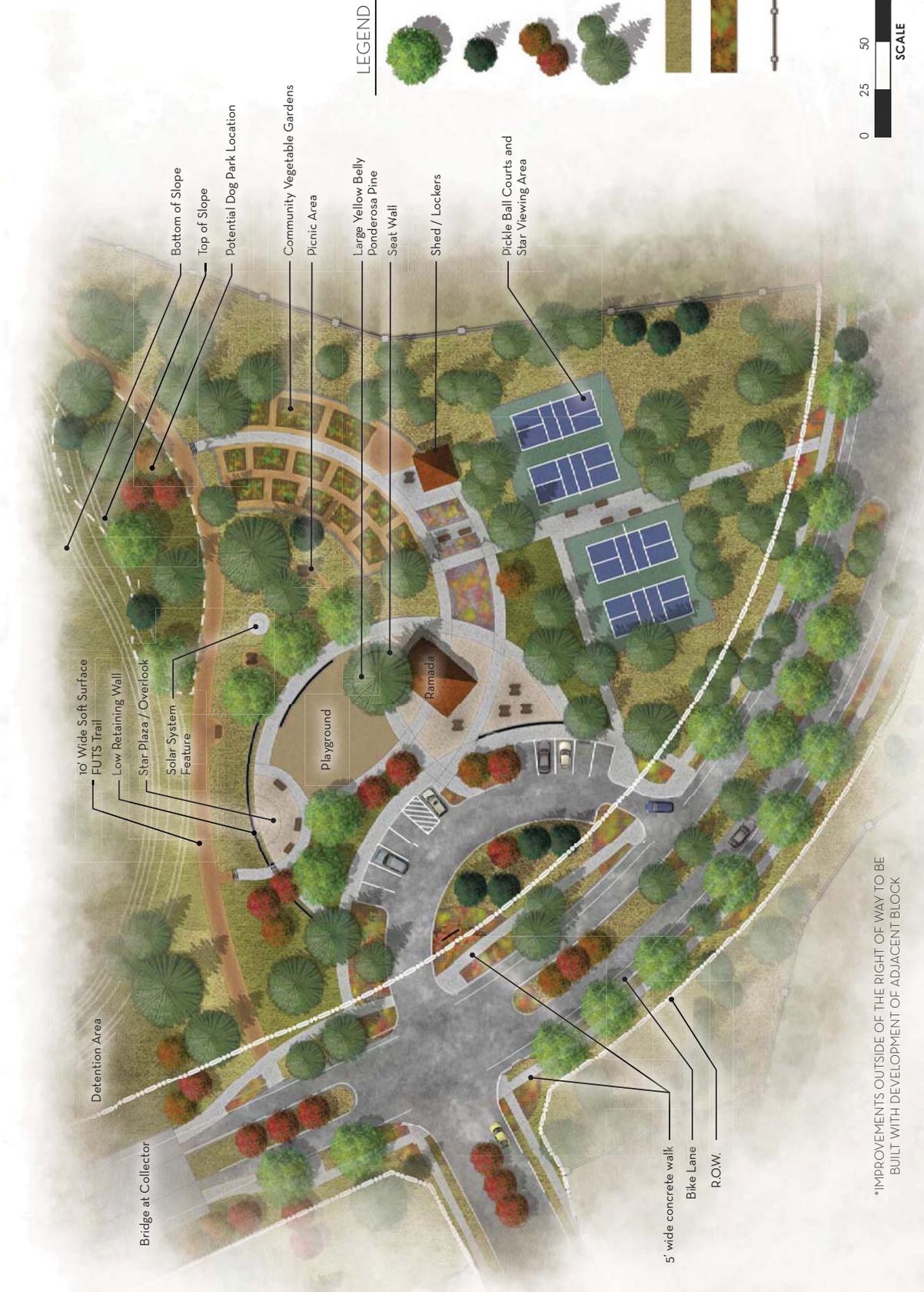
*IMPROVEMENTS OUTSIDE OF THE RIGHT OF WAY TO BE BUILT WITH DEVELOPMENT OF ADJACENT BLOCK



LEGEND

- Proposed Canopy Tree
- Proposed Evergreen Tree
- Proposed Ornamental Tree
- Existing Tree
- Native Grasses
- Planting Bed
- Fence/Wall





Bridge at Collector
 Detention Area
 10' Wide Soft Surface FUTS Trail
 Low Retaining Wall
 Star Plaza / Overlook
 Solar System Feature
 Playground
 Ramada
 Large Yellow Belly Ponderosa Pine
 Seat Wall
 Shed / Lockers
 Pickle Ball Courts and Star Viewing Area
 5' wide concrete walk
 Bike Lane
 R.O.W.
 Bottom of Slope
 Top of Slope
 Potential Dog Park Location
 Community Vegetable Gardens
 Picnic Area

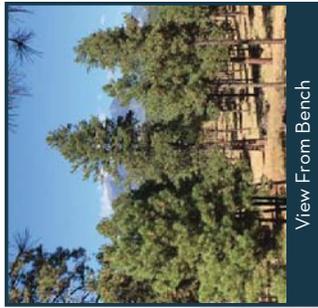
LEGEND

- Proposed Canopy Tree
- Proposed Evergreen Tree
- Proposed Ornamental Tree
- Existing Tree
- Native Grasses
- Planting Bed
- Fence/Wall



Revised: 8/12/16

*IMPROVEMENTS OUTSIDE OF THE RIGHT OF WAY TO BE BUILT WITH DEVELOPMENT OF ADJACENT BLOCK



View From Bench

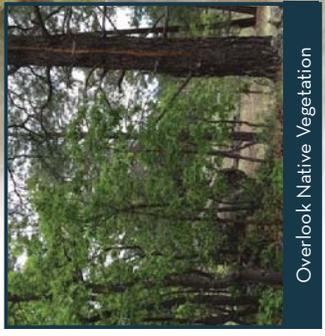


LEGEND

-  Proposed Canopy Tree
-  Proposed Evergreen Tree
-  Proposed Ornamental Tree
-  Existing Tree
-  Native Grasses
-  Planting Bed
-  Fence/Wall



Revised: 8/12/16



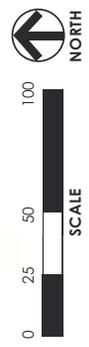
Overlook Native Vegetation

*IMPROVEMENTS OUTSIDE OF THE RIGHT OF WAY TO BE BUILT WITH DEVELOPMENT OF ADJACENT BLOCK



LEGEND

- Proposed Canopy Tree
- Proposed Evergreen Tree
- Proposed Ornamental Tree
- Existing Tree
- Native Grasses
- Planting Bed
- Fence/Wall

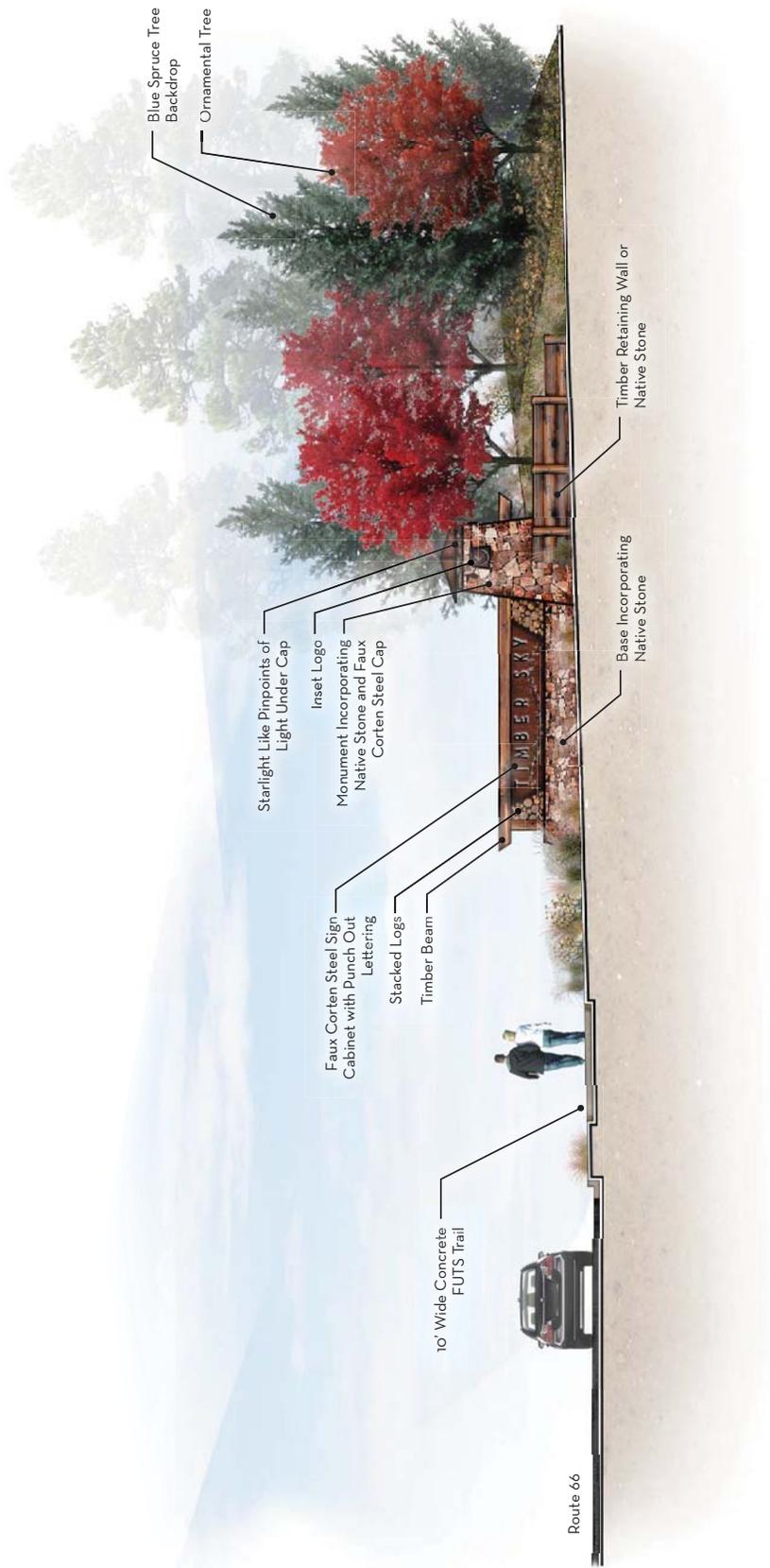


Revised: 8/12/16

NORRIS DESIGN
VINTAGE PARTNERS

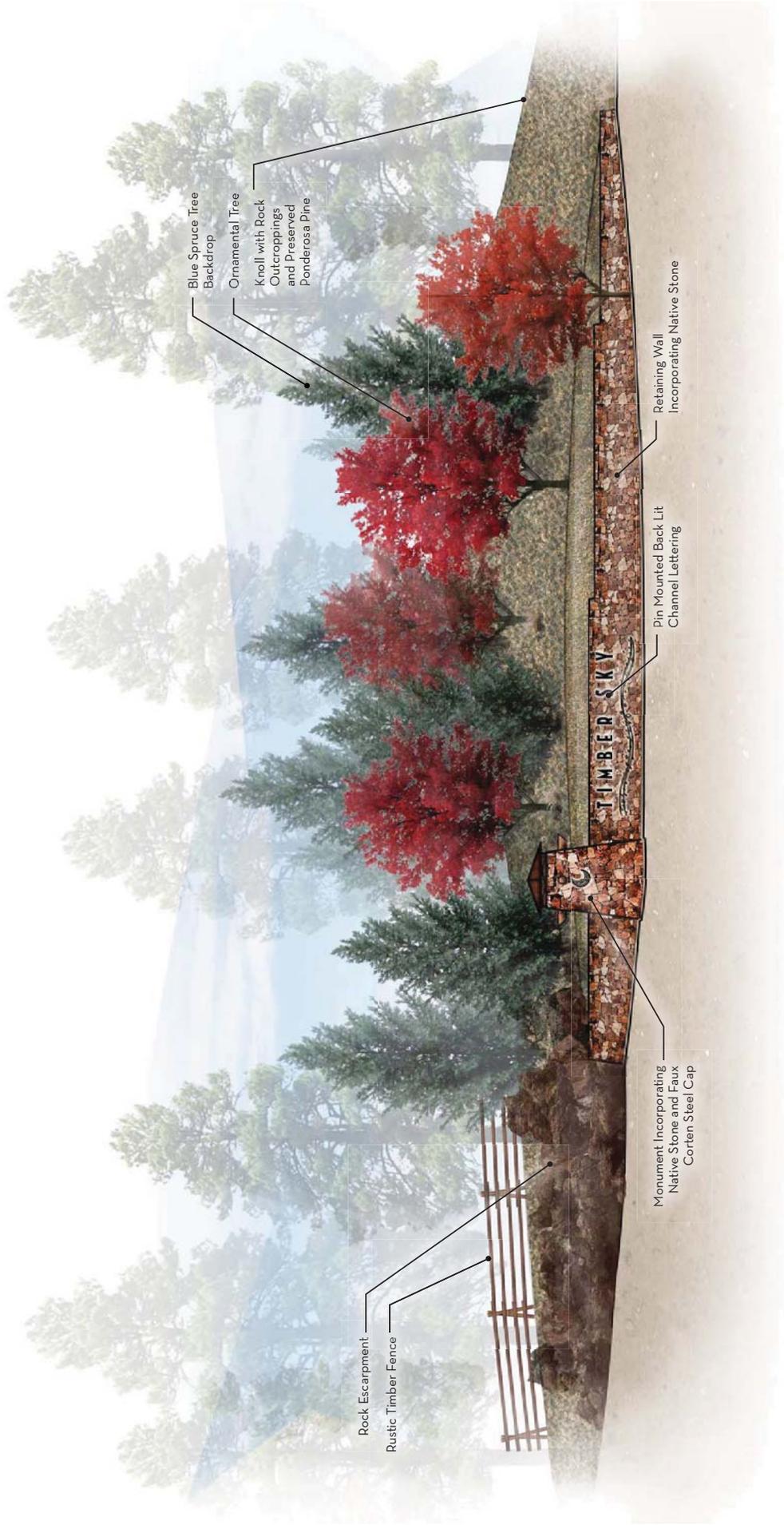
TIMBER SKY | CONCEPTUAL PRIMARY ENTRY MONUMENT PLAN

*IMPROVEMENTS OUTSIDE OF THE RIGHT OF WAY TO BE BUILT WITH DEVELOPMENT OF ADJACENT BLOCK

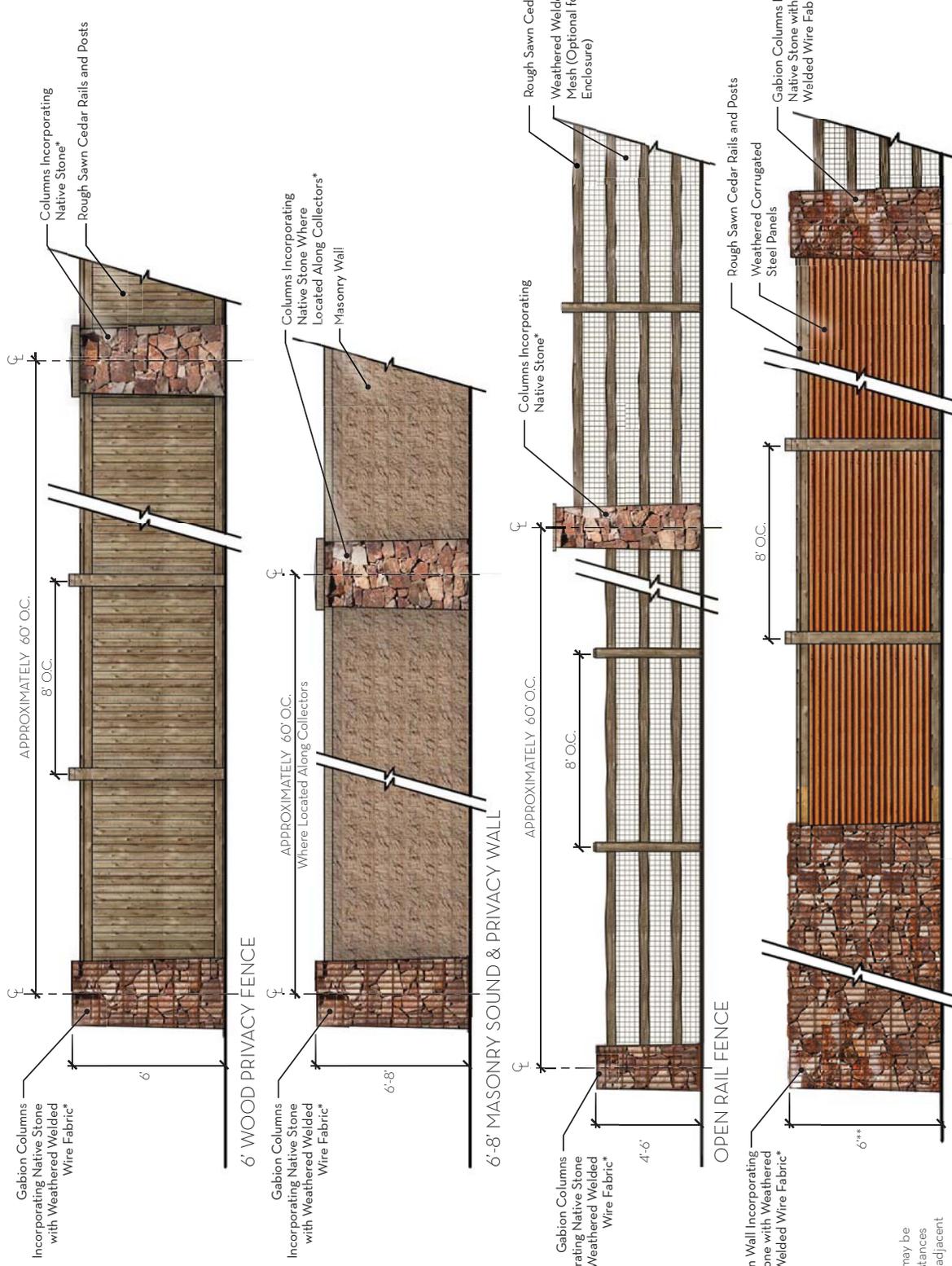


Revised: 8/12/16





Revised: 8/12/16



*Column type may vary
 **Fencing and wall heights may be reduced for certain circumstances such as if the fence/ wall is adjacent to high density residential.

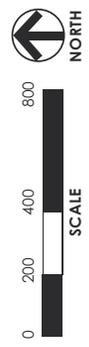
GABION WALL, CORRUGATED WEATHERED STEEL FENCE, OPEN RAIL FENCE

Revised: 8/12/16



LEGEND

- Optional Fencing:
- Gabion Wall
 - Corrugated Weathered Steel Fence
 - Open Rail Fence
- 6'-8' Height Masonry Sound & Privacy Wall
- Open Rail Fence
- Optional Fencing:
- 6' Height Wood Privacy Fence
 - 6' Height Masonry Privacy wall with Columns
 - Open Rail Fence
- Walls and fencing to be built with the development of the adjacent block.
 - Refer to Exhibit 17 for conceptual wall and fence designs.



Revised: 8/12/16

Preliminary Development Phasing Site Data

Phase	Proposed (Acres)	Proposed (Total Building Type)	Green Area (Acres)	No. of Units	Phase	Address	Phase
1	108	High Density Residential	1.62	13,364	15	20	15-200
2	147	High Density Residential	10.19	9,919	16	30	16-200
3A	108	High Density Residential	1.62	13,364	17	40	17-200
3B	108	High Density Residential	1.62	13,364	18	50	18-200
4	108	High Density Residential	1.62	13,364	19	60	19-200
5	108	High Density Residential	1.62	13,364	20	70	20-200
6	108	High Density Residential	1.62	13,364	21	80	21-200
7A	108	High Density Residential	1.62	13,364	22	90	22-200
7B	108	High Density Residential	1.62	13,364	23	100	23-200
8	108	High Density Residential	1.62	13,364	24	110	24-200
9	108	High Density Residential	1.62	13,364	25	120	25-200
10	108	High Density Residential	1.62	13,364	26	130	26-200
11	108	High Density Residential	1.62	13,364	27	140	27-200
12	108	High Density Residential	1.62	13,364	28	150	28-200
13	108	High Density Residential	1.62	13,364	29	160	29-200
14A	108	High Density Residential	1.62	13,364	30	170	30-200
14B	108	High Density Residential	1.62	13,364	31	180	31-200
15	108	High Density Residential	1.62	13,364	32	190	32-200
16	108	High Density Residential	1.62	13,364	33	200	33-200
17	108	High Density Residential	1.62	13,364	34	210	34-200
18	108	High Density Residential	1.62	13,364	35	220	35-200
19	108	High Density Residential	1.62	13,364	36	230	36-200
20	108	High Density Residential	1.62	13,364	37	240	37-200
21	108	High Density Residential	1.62	13,364	38	250	38-200
22	108	High Density Residential	1.62	13,364	39	260	39-200
23	108	High Density Residential	1.62	13,364	40	270	40-200
24	108	High Density Residential	1.62	13,364	41	280	41-200
25	108	High Density Residential	1.62	13,364	42	290	42-200
26	108	High Density Residential	1.62	13,364	43	300	43-200
27	108	High Density Residential	1.62	13,364	44	310	44-200
28	108	High Density Residential	1.62	13,364	45	320	45-200
29	108	High Density Residential	1.62	13,364	46	330	46-200
30	108	High Density Residential	1.62	13,364	47	340	47-200
31	108	High Density Residential	1.62	13,364	48	350	48-200
32	108	High Density Residential	1.62	13,364	49	360	49-200
33	108	High Density Residential	1.62	13,364	50	370	50-200
34	108	High Density Residential	1.62	13,364	51	380	51-200
35	108	High Density Residential	1.62	13,364	52	390	52-200
36	108	High Density Residential	1.62	13,364	53	400	53-200
37	108	High Density Residential	1.62	13,364	54	410	54-200
38	108	High Density Residential	1.62	13,364	55	420	55-200
39	108	High Density Residential	1.62	13,364	56	430	56-200
40	108	High Density Residential	1.62	13,364	57	440	57-200
41	108	High Density Residential	1.62	13,364	58	450	58-200
42	108	High Density Residential	1.62	13,364	59	460	59-200
43	108	High Density Residential	1.62	13,364	60	470	60-200
44	108	High Density Residential	1.62	13,364	61	480	61-200
45	108	High Density Residential	1.62	13,364	62	490	62-200
46	108	High Density Residential	1.62	13,364	63	500	63-200
47	108	High Density Residential	1.62	13,364	64	510	64-200
48	108	High Density Residential	1.62	13,364	65	520	65-200
49	108	High Density Residential	1.62	13,364	66	530	66-200
50	108	High Density Residential	1.62	13,364	67	540	67-200
51	108	High Density Residential	1.62	13,364	68	550	68-200
52	108	High Density Residential	1.62	13,364	69	560	69-200
53	108	High Density Residential	1.62	13,364	70	570	70-200
54	108	High Density Residential	1.62	13,364	71	580	71-200
55	108	High Density Residential	1.62	13,364	72	590	72-200
56	108	High Density Residential	1.62	13,364	73	600	73-200
57	108	High Density Residential	1.62	13,364	74	610	74-200
58	108	High Density Residential	1.62	13,364	75	620	75-200
59	108	High Density Residential	1.62	13,364	76	630	76-200
60	108	High Density Residential	1.62	13,364	77	640	77-200
61	108	High Density Residential	1.62	13,364	78	650	78-200
62	108	High Density Residential	1.62	13,364	79	660	79-200
63	108	High Density Residential	1.62	13,364	80	670	80-200
64	108	High Density Residential	1.62	13,364	81	680	81-200
65	108	High Density Residential	1.62	13,364	82	690	82-200
66	108	High Density Residential	1.62	13,364	83	700	83-200
67	108	High Density Residential	1.62	13,364	84	710	84-200
68	108	High Density Residential	1.62	13,364	85	720	85-200
69	108	High Density Residential	1.62	13,364	86	730	86-200
70	108	High Density Residential	1.62	13,364	87	740	87-200
71	108	High Density Residential	1.62	13,364	88	750	88-200
72	108	High Density Residential	1.62	13,364	89	760	89-200
73	108	High Density Residential	1.62	13,364	90	770	90-200
74	108	High Density Residential	1.62	13,364	91	780	91-200
75	108	High Density Residential	1.62	13,364	92	790	92-200
76	108	High Density Residential	1.62	13,364	93	800	93-200
77	108	High Density Residential	1.62	13,364	94	810	94-200
78	108	High Density Residential	1.62	13,364	95	820	95-200
79	108	High Density Residential	1.62	13,364	96	830	96-200
80	108	High Density Residential	1.62	13,364	97	840	97-200
81	108	High Density Residential	1.62	13,364	98	850	98-200
82	108	High Density Residential	1.62	13,364	99	860	99-200
83	108	High Density Residential	1.62	13,364	100	870	100-200

Phase 1: 108 acres, 13,364 units, 1.62 green acres
 Phase 2: 108 acres, 13,364 units, 1.62 green acres
 Phase 3: 108 acres, 13,364 units, 1.62 green acres
 Phase 4: 108 acres, 13,364 units, 1.62 green acres

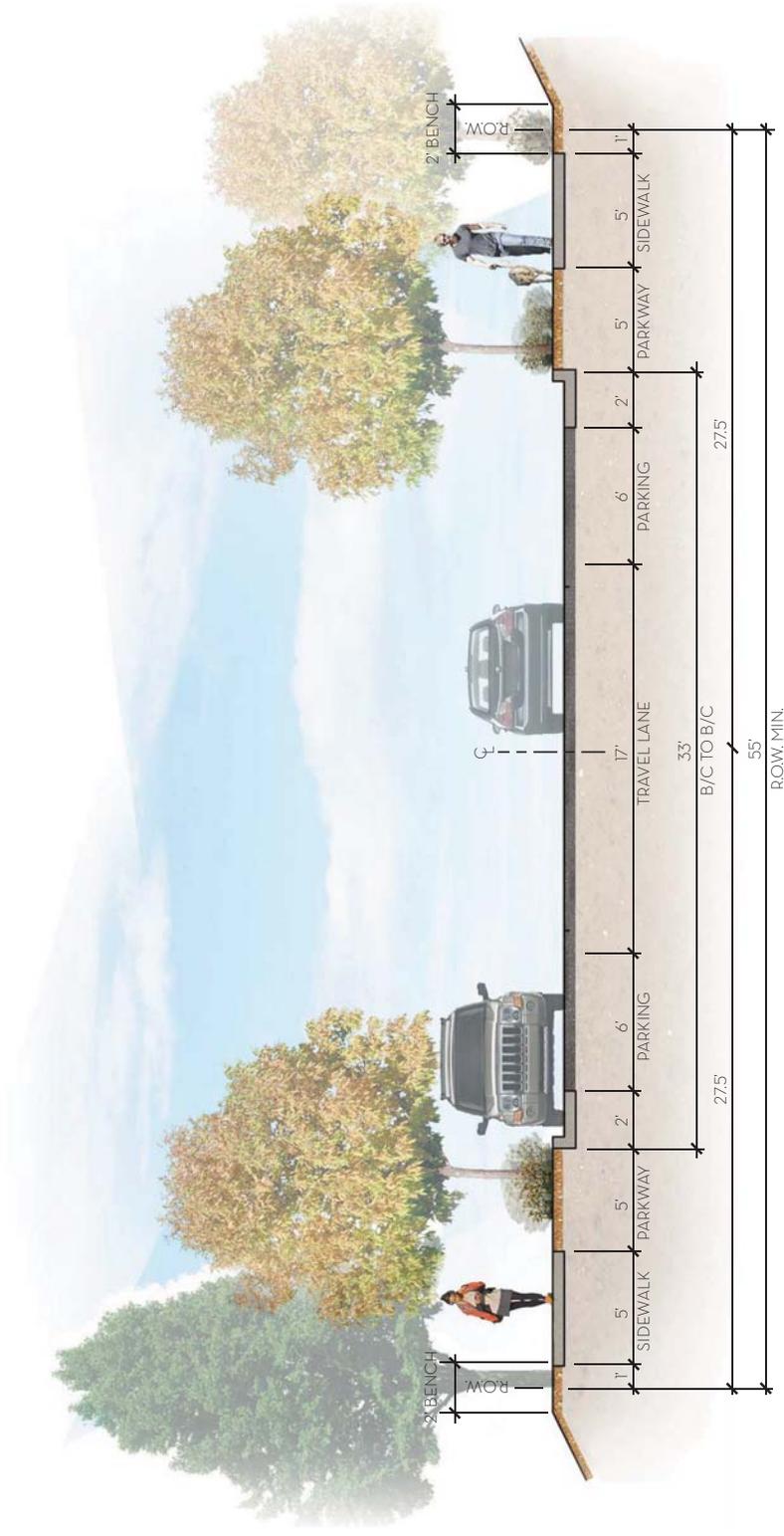


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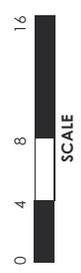
NORTH

Prepared: 1/13/15
 Revised: 12/7/15
 Revised: 3/10/16
 Revised: 6/23/16
 Revised: 8/11/16



Revised: 8/12/16





SIGNS POSTED- NO PARKING ALONG LOCAL STREET ENTRIES

Revised: 8/12/16



TIMBER SKY | CONCEPTUAL 65' ENTRY LOCAL STREET CROSS SECTION





7' Wide Landscape Median

Existing Ponderosa Pines to be preserved wherever possible

16' Wide Landscape Median

No Parking Signs Along Both Sides of the Street

Fencing with columns

Native seed in disturbed areas to blend with native landscape

5' Detached Concrete Walk

Shared bike lane

5' Detached Concrete Walk

7' Wide Landscape Median

No Parking Signs Along Both Sides of the Street

LEGEND

-  Proposed Canopy Tree
-  Proposed Evergreen Tree
-  Proposed Ornamental Tree
-  Existing Tree
-  Native Grasses
-  Planting Bed
-  Fence/Wall

SIGNS POSTED- NO PARKING ALONG LOCAL STREET ENTRIES
 *IMPROVEMENTS OUTSIDE OF THE RIGHT OF WAY TO BE BUILT WITH DEVELOPMENT OF ADJACENT BLOCK

0 25 50 100
 SCALE

 NORTH

Revised: 8/12/16

 NORRIS DESIGN

 VINTAGE PARTNERS

 **TIMBER SKY** | CONCEPTUAL LOCAL STREET ENTRY PLAN



TIMBER SKY

Concept Zoning Plan

LIST OF TABLES



VINTAGE
PARTNERS

**Table 1
Site Data Chart**

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Minimum Density (du/acre)	**Gross Maximum Density (du/acre)	Proposed Yield (dwelling units)
1	HR	High Density Residential Condominium/Townhome	11.62	10.84	13	22	151-256
2	HR	High Density Residential Condominium/Townhome	10.14	9.69	13	22	132-223
3	MR	Medium Density Residential Single Family Attached	15.26	13.20	6	9	92-137
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	5	48-119
5	MR	Medium Density Residential Single Family Attached	19.35	17.89	6	9	116-174
6	R1	Single Family Residential Single Family Detached	13.09	12.36	2	5	26-65
7	R1	Single Family Residential Single Family Detached	20.27	18.73	2	5	41-101
8	R1	Single Family Residential Single Family Detached	23.35	21.87	2	5	47-117
9	HR	High Density Residential Condominium/Townhome	10.50	9.68	13	22	136-231
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	5	16-41
11	R1	Single Family Residential Single Family Detached	9.05	8.46	2	5	18-45
12	CS	Commercial Service+	10.02	9.55	---	---	---
13	HR	High Density Residential Condominium/Townhome	6.70	6.06	13	22	87-147
15	R1	Community Center	2.68	2.11	---	---	---
	Subtotal		184.08	169.85	4.9	9.0	910-1,656*
14	POS	Open Space Corridor	9.66	9.43	---	---	---
16	POS	Open Space Corridor	3.84	3.60	---	---	---
	Subtotal		13.50	13.03	---	---	---
	Total		197.58	182.88	4.6	8.4	910-1,656*

Notes:

*Proposed overall yield is capped at a total of 1,300 dwelling units.

**Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.

+Maximum allowed Gross Floor Area Ratio (FAR) for Commercial Service is 2.0.

**Table 2
Zoning District Site Data**

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Minimum Density (du/acre)	**Gross Maximum Density (du/acre)	Proposed Yield (dwelling units)
1	HR	High Density Residential Condominium/Townhome	11.62	10.84	13	22	151-256
2	HR	High Density Residential Condominium/Townhome	10.14	9.69	13	22	132-223
9	HR	High Density Residential Condominium/Townhome	10.50	9.68	13	22	136-231
13	HR	High Density Residential Condominium/Townhome	6.70	6.06	13	22	87-147
	Subtotal		38.96	36.27	13	22	506-857
3	MR	Medium Density Residential Single Family Attached	15.26	13.20	6	9	92-137
5	MR	Medium Density Residential Single Family Attached	19.35	17.89	6	9	116-174
	Subtotal		34.61	31.09	6	9	208-311
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	5	48-119
6	R1	Single Family Residential Single Family Detached	13.09	12.36	2	5	26-65
7	R1	Single Family Residential Single Family Detached	20.27	18.73	2	5	41-101
8	R1	Single Family Residential Single Family Detached	23.35	21.87	2	5	47-117
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	5	16-41
11	R1	Single Family Residential Single Family Detached	9.05	8.46	2	5	18-45
15	R1	Community Center	2.68	2.11	---	---	---
	Subtotal		100.49	92.94	2	5	196-488
12	CS	Commercial Service+	10.02	9.55	---	---	---
	Subtotal		10.02	9.55	---	---	---
14	POS	Open Space Corridor	9.66	9.43	---	---	---
16	POS	Open Space Corridor	3.84	3.60	---	---	---
	Subtotal		13.50	13.03	---	---	---
	Total		197.58	182.88	4.6	8.4	910-1,656*

Notes:

*Proposed overall yield is capped at a total of 1,300 dwelling units.

**Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.

+Maximum allowed Gross Floor Area Ratio (FAR) for Commercial Service is 2.0.

Table 3
Commercial Service Allowed Uses

Use	
Carpenter or Cabinet Shops	P
Manufacturing and Processing - Incidental	P
Machine or Metal Working Shops	P
Mini-Storage Warehousing	P
Wholesaling and Distribution	P
Libraries, Museums	P
Regional Meeting Facilities	P/UP(5)
Charter & Public Schools	P
Private Schools	P
Trade Schools	UP
Accessory Building & Structures	P
Accessory Dwelling Units	P
Co-Housing	P(6)
Congregate Care Facilities	P
Day Care Centers	UP
Home Day Care	P
Dwelling, Multiple Family	P(6)
Dwelling, Two Family	P(6)
Group Home	P(6)
Home Occupation	P(6)
Convents & Monasteries	P
Custodial Care Facilities	P(8)
Sheltered Care Homes	P
Nursing Homes	UP
Live/Work	P
Planned Residential Development	UP
Residence for Owner, Caretaker or Manager	P(6)
Farmers Markets and Flea Markets	P
General Retail Business	P
Mixed Use	P
Restaurant or Café	P
Bed & Breakfast Establishments	P
General Services	P
Office	P
Public Services Minor	P
Emergency Services	UP
Veterinary Clinics	P
Veterinary Hospitals	UP
Attached Telecommunications Facilities	P
Colocation Facility	P
FM/DTV/Low wattage AM Broadcasting Fac.	P
Stealth Telecommunications Facilities	P
Accessory Wind Energy Systems	P
Garages, Off-Street	P
Passenger Transportation Facilities	UP
Community Garden	P
Automobile/Vehicle Repair Garages - Minor	UP

**Table 4
Residential Zones Allowed Uses**

Use	R1	MR	HR
Neighborhood Meeting Facilities	P/UP(2)	P/UP(2)	P/UP(2)
General Outdoor Public Uses	P	P	P
Charter & Public Schools	P(3)	P(3)	P(3)
Private Schools	P	P	P
Accessory Building & Structures	P	P	P
Accessory Dwelling Units	P	P	P
Co-Housing	P	P	P
Congregate Care Facilities	UP	P	P
Day Care Centers	UP	UP	UP
Home Day Care	P	P	P
Dwelling, Multiple Family	P(4)	P	P
Dwelling, Secondary Single Family	---	P	P
Dwelling, Single Family	P	P(4)(5)	P(4)(5)
Dwelling, Two Family	P(4)	P	P
Group Home	P	P	P
Home Occupations	P	P	P
Custodial Care Facilities	UP	UP	UP
Sheltered Care Homes	UP	UP	UP
Nursing Homes	UP	UP	UP
Live/Work	---	UP(4)	UP(4)
Planned Residential Development	P	P	P
Rooming & Boarding Facilities	---	UP	UP
Bed & Breakfast Establishments	P	P	P
Minor Public Services	P	P	P
Emergency Services	UP	UP	UP
Attached Telecommunications Facilities	P	P	P
Colocation Facility	P	P	P
Accessory Wind Energy Systems	P	P	P
Community Garden	P	P	P

**Table 5
Public Open Space Allowed Uses**

Use	
Open Spaces	P
Parks and Recreation Facilities - Passive	P

Key:

P = Permitted

UP = Conditional Use permit required

(2) A Conditional Use Permit is required if liquor is sold or if facilities exceed 250 seats.

(3) Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater.

(4) Permitted as Planned Residential Development (See City Code Section 10-40.60.270 Planned Residential Development).

(5) Existing single-family uses and lots recorded in MR and HR, prior to the effective date of City Zoning Code, are considered legal, conforming uses.

(6) Residential uses are only allowed as part of a mixed-use development located above or behind the commercial uses. New developments that include residential uses shall provide a minimum of 15% of the gross lot area in the form of common open space.

(8) Conditional Use Permit is required if proximity between shelter facilities is less than 1/4 mile.

Table 6 Required Open Space			
Zoning Category	Zoning Category Acreage (gross acres)	Percent of Required Open Space	Required Open Space (acres)
R1	100.49	0%	0.00
MR	34.61	15%	5.19
HR	38.96	15%	5.84
CS	10.02	15%*	1.50
POS	13.50	0%	0.00
Total	197.58	---	12.53
Required Civic Space			
	Overall Project Acreage (gross acres)	Percent of Required Civic Space	Required Civic Space (acres)
Civic Space	197.58	5%	9.88
Subtotal	197.58	---	9.88

Conceptual Open Space Allocations	
Description	Area (acres)
Rock outcropping preservation/Overlook Park	3.80
Open space corridor (Parcel 16)	3.60
Open space within collector roadway (includes median and landscape areas within right of way excluding the parkway between the curb and sidewalk)	7.33
Total	14.73
Conceptual Civic Space Allocations	
Description	Area (acres)
Community Center (Parcel 15)	2.11
Open space corridor (Parcel 14)	9.43
Total	11.54

Conceptual Open Space and Civic Space Required / Allocation		
	Required (acres)	Conceptual Allocation (acres)
Open Space	12.53	14.73
Civic Space	9.88	11.54
Total	22.41	26.27

*15% open space may not be required if less than 20,000 sf of building area provided within the Commercial Service (CS) zone.

Table 7
Preliminary Development Phasing Site Data

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Minimum Density (du/acre)	**Gross Maximum Density (du/acre)	Proposed Yield (dwelling units)
Phase 1							
1	HR	High Density Residential Condominium/Townhome	11.62	10.84	13	22	151-256
2	HR	High Density Residential Condominium/Townhome	10.14	9.69	13	22	132-223
3A	MR	Medium Density Residential Single Family Attached	6.84	6.05	6	9	41-62
7A	R1	Single Family Residential Single Family Detached	12.41	11.67	2	5	25-61
8	R1	Single Family Residential Single Family Detached	23.35	21.87	2	5	47-117
14A	POS	Open Space Corridor	5.49	5.49	---	---	---
	Subtotal		69.85	65.61	5.7	10.3	396-719
Phase 2							
5	MR	Medium Density Residential Single Family Attached	19.35	17.89	6	9	116-174
6	R1	Single Family Residential Single Family Detached	13.09	12.36	2	5	26-65
7B	R1	Single Family Residential Single Family Detached	8.09	7.06	2	5	16-40
14B	POS	Open Space Corridor	3.94	3.94	---	---	---
15	R1	Community Center	2.68	2.11	---	---	---
16	POS	Open Space Corridor	3.84	3.60	---	---	---
	Subtotal		50.99	46.96	3.1	5.5	158-279
Phase 3							
3B	MR	Medium Density Residential Single Family Attached	8.42	7.15	6	9	51-75
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	5	48-119
	Subtotal		32.30	29.28	3.1	6.0	99-194
Phase 4							
9	HR	High Density Residential Condominium/Townhome	10.50	9.68	13	22	136-231
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	5	16-41
11	R1	Single Family Residential Single Family Detached	9.05	8.46	2	5	18-45
12	CS	Commercial Service+	10.02	9.55	---	---	---
13	HR	High Density Residential Condominium/Townhome	6.70	6.06	13	22	87-147
	Subtotal		44.44	41.03	5.7	10.5	257-464
	Total		197.58	182.58	4.6	8.4	910-1,656*

*Proposed overall yield is capped at a total of 1,300 dwelling units.

**Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.

+Maximum allowed Gross Floor Area Ratio (FAR) for Commercial Service is 2.0.

Table 8 Conceptual Open Space by Development Phase

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Percent of Open Space Required	Open Space Required (acres)	Open Space Allocated (acres)	Open Space to be Reallocated to Future Phase (acres)
Phase 1							
1	HR	High Density Residential Condominium/Townhome	11.62	15%	1.74	---	---
2	HR	High Density Residential Condominium/Townhome	10.14	15%	1.52	---	---
3A	MR	Medium Density Residential Single Family Attached	6.84	15%	1.02	---	---
7A	R1	Single Family Residential Single Family Detached	12.41	0%	0	---	---
8	R1	Single Family Residential Single Family Detached	23.35	0%	0	---	---
14A	POS	Open Space Corridor	5.49	0%	0	5.49**	---
---	---	Civic Space	69.85	5%	3.49	---	---
---	---	Other Open Space*	---	---	0	2.65**	---
	Subtotal		69.85	---	7.77	8.14	0.37
Phase 2							
5	MR	Medium Density Residential Single Family Attached	19.35	15%	2.90	---	---
6	R1	Single Family Residential Single Family Detached	13.09	0%	0	---	---
7B	R1	Single Family Residential Single Family Detached	8.09	0%	0	---	---
14B	POS	Open Space Corridor	3.94	0%	0	3.94**	---
15	R1	Community Center	2.68	0%	0	2.11	---
16	POS	Open Space Corridor	3.84	0%	0	3.60**	---
---	---	Civic Space	50.99	5%	2.55	---	---
---	---	Other Open Space*	---	---	0	2.58**	---
	Subtotal		50.99	---	5.45	12.23	6.78
Phase 3							
3B	MR	Medium Density Residential Single Family Attached	8.42	15%	1.26	---	---
4	R1	Single Family Residential Single Family Detached	23.88	0%	0	---	---
		Civic Space	32.30	5%	1.62	---	---
		Other Open Space*	---	---	0	3.78**	---
	Subtotal		32.30	---	2.88	3.78	0.90
Phase 4							
9	HR	High Density Residential Condominium/Townhome	10.50	15%	1.58	---	---
10	R1	Single Family Residential Single Family Detached	8.17	0%	0	---	---
11	R1	Single Family Residential Single Family Detached	9.05	0%	0	---	---
12	CS	Commercial Service+	10.02	15%	1.50	---	---
13	HR	High Density Residential Condominium/Townhome	6.70	15%	1.01	---	---
---	---	Civic Space	44.44	5%	2.22	---	---
---	---	Other Open Space*	---	---	0	2.12**	---
	Subtotal		44.44	---	6.31	2.12	(4.19)
	Total		197.58	---	22.41	26.27	3.86

*Other open space includes rock outcropping preservation areas, Overlook Park, and open space within collector roadway (includes median and landscape area within right of way excluding parkway between curb and sidewalk).

**The portion of open space area which qualifies as Civic Space (FUTS trail, public amenities, etc.) will be used to satisfy Civic Space requirement per phase. Each phase will allocate the required amount of Civic and Open Space. Any extra Civic or Open Space provided per phase may be reallocated to a subsequent phase of development.



TIMBER SKY

Concept Zoning Plan

APPENDIX 1



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Appendix 1

Flagstaff Regional Plan 2030 Analysis

The Flagstaff Regional Plan 2030 (the “FRP30”) provides the City with guiding policies and goals to assist it in its decisions making processes. The Timber Sky project involves the annexation and zoning of approximately 197 acres of property located southwest of Route 66 and Woody Mountain Road and, as a result, must be assessed for consistency with the goals and policies of the FRP30. Timber Sky is designated as a mixture of Suburban – Future and Future Employment in the Future Growth Illustration and the uses contemplated in the applications are guided by these goals. Further, a chapter-by-chapter review of the FRP30 against the Timber Sky applications has been conducted and the following analysis demonstrates that approval of the Timber Sky applications are consistent with and conform to the goals and policies in the FRP30 that are intended to apply to the development of new, suburban communities.

Chapter 4- Environmental Planning & Conservation

Air Quality Goals and Policies

Goal E&C.1. Proactively improve and maintain the region’s air quality.

The Subject Property is located in an area of Flagstaff that includes large employers, including W.L. Gore, Swire Coca-Cola, Banker Insulation and the City of Flagstaff at the new Public Works Core Maintenance Facilities yard. This adjacency will give employees an opportunity to live near their work, thereby reducing their carbon emissions.

Climate Change and Adaptation Goals and Policies

Goal E&C.2. Reduce greenhouse gas emissions.

In conformance with Policy E&C.2.1., the conceptual design promotes alternatives to motorized forms of transportation by including an enhanced street section for the internal road networks that favors pedestrian and bike access, as well as the inclusion of the FUTS Trail. These corridors are near the major employers in the region, as mentioned above. The 2009-2013 American Community Survey 5-year Estimates from the U.S. Census Bureau (the most recent data available) determined that 65.5% of workers over 16 years old drove alone to their job in Flagstaff. Only 9.4% walked and 5.4% used some other form of non-motorized transportation. With the inclusion of the pedestrian and bike corridors in new residential projects, more residents should be able to utilize alternative modes of transportation during much of the year when the City is not impacted by inclement weather.

Dark Skies Goals and Policies

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

The City of Flagstaff adopted the world's first Outdoor Lighting Ordinance in 1958 and was designated as the world's first International Dark Sky Place in 2001. In keeping with the tradition of the being at the forefront of Dark Sky requirements, and to be sensitive to the Property's proximity to the Lowell and Naval Observatories, standards that meet or exceed all of the requirements of the Dark Sky Ordinance and the Outdoor Lighting Standards in the Zoning Ordinance (Division 10-50.70) will be incorporated into the Timber Sky project.

Ecosystem Health Goals and Policies

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

Due to a past wildfire, the landscaping on the property is not as lush as it once was; however, it does contain a healthy Ponderosa Pine forest throughout portions of the site which will be preserved through the application of the Resource Protection Overlay ("RPO") requirements in the Flagstaff Zoning Code. In an effort to restore the ecosystem, new landscaping will include the use of native, drought-tolerant, or edible species included in the City of Flagstaff Landscape Plant List (Appendix 3 of the Zoning Ordinance) and adhere to Xeriscape principles (Division 10-50.60.010.A. of the Zoning Ordinance). Existing native vegetation, including Ponderosa Pine, Gamble Oak, and groundcovers, will be preserved wherever possible. All disturbed areas of the development shall be seeded with native mix allowing new landscaping to blend seamlessly with the preserved landscape over time.

The proposed drainage corridor will be preserved with the Public Open Space ("POS") zoning category and will follow the existing flow patterns on the western portion of the property that have been designed into the proposed development as an open space amenity that will be enhanced with trails but largely left undeveloped in an effort to protect its natural ecosystem and retain much of its existing character. The grading in this corridor will include undulations which are intended to make the space feel natural and landscaping will consist of mainly native grasses and riparian trees.

Design decisions were made to provide stacking benefits with respect to storm water management in an attempt to utilize the natural processes which are currently occurring on the site.

- The natural on-site drainage corridor is being mimicked by providing large, wide bottomed gently sloping basins which will be revegetated in native and turf grasses for storm water volume and rate control.
- The design conserves the natural corridor area while obtaining maximum

stacking benefits from this area - including recreation.

- The stormwater drainage is being maintained at the location it is currently flowing. Extensive field visits were utilized to determine existing conditions and flow paths.
- The grassy basins provide exceptional, long flow lengths (almost 3,000 feet) over grass providing fantastic pollutant capture and infiltration benefits.
- Native grasses and forest duff will be salvaged and replaced to provide a seed bed and organic medium for re-establishment of the meadows.
- Stacking, multi-faceted techniques are being utilized as Low Impact Development (“LID”) Integrated Management Practices which will preserve the rural character of the area as much as possible.
- All aspects of the development are being considered holistically – from the wide medians with plantings in the collector street network, to providing a widened landscape areas behind the sidewalk as part of the relaxed street treatment. Additional collector bio-retention areas and extended detention basins will be provided for direct pollutant capture. Bio-retention areas will be installed at every single-family residence, multi-faceted Integrated Management practices will be installed at all of the high density blocks while trying to preserve those key trees at these locations that are integral to holistic integrated management practices.
- The design is providing benefits beyond that required by providing LID features in areas that are not available for LID credit such as sediment forebays in the drainage corridor to capture sediments from the drainage conduits discharging from the local streets here. In this are the large basins will act as extended detention basins with pools up to 3 feet deep that will slowly drain out – leaving most of the sediments and pollutants trapped in the grassy swales.
- The Community Center with star gazing opportunities, recreation areas and community food gardens; the site fencing and entry monuments; the relaxed street sections, the holistic storm water management and natural area conservation all combine to make the subdivision a rural place located at the very edge of the City – the right place for this approach.

Environmentally Sensitive Lands Goals and Policies

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

The proposed development has been carefully designed to account for the natural contours of the land and maintain the natural drainage corridor. Further, it will extend the application of the City’s Resource Protection Overlay to property not previously governed by those requirements in unincorporated Coconino County. As the phases develop, the existing 69KV APS towers on the site will be undergrounded which will

significantly enhance the visual environment.

Natural Quiet Goals and Policies

Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.

The Timber Sky project is located along the north side of US Interstate 40 and will be designed with an eye toward minimizing the noise pollution produced by the adjacent highway. As the project develops, a perimeter wall be installed along the southern property boundary that, with vegetation, will provide a reduction in noise.

Soils Goals and Policies

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

The proposed development was designed with the natural elevation changes in mind. Doing so will minimize the necessary cut and fill, protect the soils, and minimize disturbed areas and destruction of natural vegetation.

Wildlife Goals and Policies

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

Maintaining the natural drainage corridor on the western portion of the property for use as open space will protect areas accessible to wildlife. This 13.5 acre area will also provide many watchable wildlife recreation opportunities for residents.

Chapter 5- Open Space

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

Ten feet wide paved FUTS trails are proposed along a portion of the northern property boundary along U.S. Highway 66 and the southeast edge of the property along Woody Mountain Road. These trails will connect to two expanded collectors and the open space corridor within the community. A portion of the Flagstaff Loop Trail traverses through the community within the open space corridor as a 10 foot wide unpaved FUTS trail, and will ultimately be connected by others to the larger Loop Trail system. Multiple open space areas are planned throughout the proposed development including many pocket park areas, the open space corridor, Overlook Park, and a community center. These areas will provide many wonderful active and passive recreational opportunities for the residents, and the amenities reflect a day time focus that is athletic, outdoor and affordable.

Chapter 6- Water Resources

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

In conformance with Policy Wr.5.5., storm water on a large portion of the site is directed to an existing box culvert under Route 66. This culvert eventually discharges flows to the Clay Wash Detention Basin located north of Route 66 within the Rio De Flag watershed area. The offsite and the onsite runoff is conveyed through the Open Space Corridor maintaining the natural flow pattern. The proposed storm water ponds or Extended Detention Basins (EDB) retain and detain storm water and release it at a much slower rate and lower volume. The grasses in the pond bottoms will facilitate pollutant removal and enhance water quality of the surface water.

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

The proposed Extended Detention Basins will have the bottom 2-3 feet of retention with a small outlet to drain the basins empty in no more than 36 hrs. The extended drain time will encourage wet land vegetated areas. This also promotes infiltration and improves ground water recharge which further decreases the runoff released from the site.

As provided for in the discussion of Goal E&C.5 above, design decisions were made to provide stacking benefits with respect to storm water management in an attempt to utilize the natural processes which are currently occurring on the site.

Chapter 7- Energy

Goal E.1. Increase energy efficiency

In conformance with Policy E.1.5., the site design promotes alternatives to motorized forms of transportation by including residential and employment uses, providing residents the opportunity to walk to work. In addition, homebuilders will be encouraged to include energy efficient design and materials throughout the entire construction process.

Chapter 8- Community Character

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

Overlook Park, located adjacent to the Timber Sky entry at the southeast corner of the

site, was designed as a place for residents to reflect upon the region's natural setting and dramatic views of the San Francisco Peaks. This open space sits on a large, rocky knoll, and is heavily wooded with Ponderosa Pine and Gamble Oak. There will be an intimate seating area within the natural rock outcropping which overlooks the forest and Peaks.

In other areas of Timber Sky, the FUTS trails and internal, expanded collector system will provide residents with access to all corners of the development for different views of the natural environment. Additionally, the concepts for the walls and fencing throughout the community will be designed, where practicable, to be open in order to maintain views and minimize obstructions to view corridors.

The application of the RPO to the entirety of the development will further protect the dramatic views available from all areas of Timber Sky by limiting the placement of buildings in a manner that would disturb large portions of the environment. As a result, trees, basalt outcroppings and other natural features will be maintained.

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate the culture.

A Cultural Resource Study has been conducted in conjunction with these applications. The Property is not designated as a landmark, historic property, or included in a Historic Overlay Zone. The area where the Subject Property is located is designated in the FRP30 as having a low concentration of natural resources (see Map 8: Concentration of Natural Resources).

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

The community theme for Timber Sky is designed around Flagstaff's location within the largest Ponderosa Pine forest in the world and its connection to dark skies and being the home of the Lowell Observatory. Characteristics from both of these concepts will be displayed throughout the development in signage, landscaping, fencing, and numerous other design features that will give Timber Sky a unique sense of place not found in other area communities.

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

Chapter 8 has identified Route 66 as a Gateway Corridor for the City. Gateway corridors provide the first impression people have as they enter a region and thus warrant special design considerations. Keeping this in mind, the location of the FUTS trail, in conjunction with the preservation of trees in a landscape buffer will provide a

visually pleasing buffer between the road and development and create a sense of place that will differ from the existing streetscape along eastbound Route 66 prior to reaching Timber Sky. Further, where appropriate along the perimeter of the development, fencing is favored over walls, in order to preserve the forest views.

Additionally, the Timber Sky entry monumentation and streetscapes have been designed to placemake and establish a project identity that meets with the contextually sensitive theme of dark skies and timber. The entry monument has a tapered circular design which is derived from the shape of the Pluto telescope building at Lowell Observatory and will be clad in stone similar to that found at the Observatory. The monument cap will mimic corten steel and will have circular cutouts along the cap base internally illuminated to simulate star light. Roughhewn timber produced by this development will be used to construct retaining walls, posts, beams, and design features associated with the monuments.

The combination of the design elements along Route 66 will culminate in an identity for both the project, and the region.

Chapter 9- Growth Areas & Land Use

Applicable to all Land Uses – Goals and Policies

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

Timber Sky is designed to become a robust community of residential opportunities to enhance the availability of a diverse housing supply within the City. By developing the 197 acres cohesively, the project will establish a “place” at the City’s western gateway that will evoke a mixture of suburban/urban character through its residential neighborhoods and the open space systems that connect them. The project theme of dark skies and timber will be conveyed through the project’s entry monumentation, streetscapes, landscaping, and amenities.

Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.

Through the implementation of the RPO and a Natural Resource Protection Plan, the Timber Sky project will balance housing and new development with preservation and protection of the natural environment.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

The Property is located within the designated growth boundary set forth in the Regional

Plan and is appropriate for Future – Suburban development and has been designed to maximize the residential development potential while maintaining efficient and easy access to preserved open space corridors. The application includes designating the drainage corridor in excess of 13 acres as the POS Zone to ensure the preservation of the area as an essentially undeveloped area to be amenitized with trails to ensure the public's access to the feature. The FRP30 defines Suburban areas as having mid to low densities of people, residences, jobs and activities; streets and sidewalks that vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; some services and good are available to the residents; and the area may have access to public transportation. The proposed development meets nearly every one of these principles.

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

The proposed development provides an appropriate mix of residential, commercial, and open space uses throughout. Further, the proposed residential developments offer a mix of medium and high density options to provide housing at many different price points, with a focus on entry-level housing, which is greatly needed in this area. The commercial zoning for parcel 12 will provide the opportunity for neighborhood-scale development that will provide a localized retail or service use to the community and serve as a buffer between the project and the more industrial-level uses to the west.

Goal LU.7. Provide for public services and infrastructure.

The project has access to existing public infrastructure and is planned within the context of existing master plans that contemplated the scale of the development proposed.

Goal LU.8. Balance future growth with available water resources.

The City of Flagstaff has planned for water service to Timber Sky in its master plans and the applications contemplate those plans in the associated engineering documents. Timber Sky will be served by available City water resources.

Suburban Area Goals and Policies

Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within suburban neighborhoods.

The proposed development contains a variety of housing options including single-family homes, condos, and townhouses, and also designates areas for future employment. There will be a number of different sized single-family lots which will provide an array of price points for homebuyers and offer more homeownership opportunities for the workforce in the immediate area.

Policies LU.13.1 and LU.13.6 stress the need for connectivity for residents to surrounding neighborhoods and the proposed Activity Centers at Woody Mountain Road

and Route 66 and Flagstaff Ranch Road and Route 66. All parcels in Timber Sky will have easy access to these areas by way of the continuation of the FUTS trail that will be built along Route 66 and Woody Mountain Roads, adjacent to the property. Further, the parcels within the project will be connected by internal collector roads, streets and trails that provide for connectivity to the project amenities. The conceptual placement for these internal and external connections is provided with this application.

Employment Area Goals and Policies

Goal LU.15. Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.

Map 21: Future Growth Illustration denotes the westernmost portion property as an area of future employment. In conformance with Policy LU.15.2., the CS zoning (Commercial Service) will allow for integration of residential and commercial uses, thereby reducing vehicle trips and commute times.

Goal LU.16. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive, and compatible with adjoining nonindustrial uses.

As a portion of the project is dually-designated as Future-Employment and Future – Suburban, the applications take into account that this is an area of transition and includes a mixture of uses that ensure effective separation while maintaining connectivity. The applications provide compatibility with the industrial uses west of Timber Sky.

Activity Centers and Corridors Goals and Policies

Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.

As illustrated in Map 21, a Suburban Activity Center is located at the corner of Flagstaff Ranch Road and Route 66 and an Urban Activity Center is located at the corner of Woody Mountain Road and Route 66. The Subject Property is located on the periphery of both Activity Centers which offers an ideal location for higher density housing. The applications take this adjacency and intended intensity into account and the portions of Timber Sky nearest to the Activity Center are zoned for High Density Residential. This adjacency will bring critical mass to the area, furthering the possibility that an Activity Centers will be developed there in the future. LU.18.12 states “corridors should focus commercial development to the corridor frontage and residential to the back.” While this makes sense for larger scale commercial developments, the predominant land use in Timber Sky is residential, and the most dense areas have been shifted to the frontage. The commercial use in Timber Sky amounts to only 5% of the total land area in the

project and is considered a support use for the surrounding neighborhood.

Chapter 10- Transportation

Goal T.2. Improve transportation safety and efficiency for all modes.

This project has been designed to accommodate multiple modes of transportation, both motorized and non-motorized. The site design incorporates bike lanes as well as sidewalks for pedestrians. Through the FUTS and enhanced internal street sections provided in the applications, transportation will be facilitated for safe, multi-modal movement.

Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts in the natural and built environment.

The transportation system was thoughtfully designed to preserve trees and enhance the corridors for multi-modal movement by expanding beyond the City of Flagstaff Minor Collector requirements by adding an additional 22 feet of right-of-way to the minimum cross section of 70 feet- resulting in a 92 foot right-of-way. This additional space provides a way to compliment the beautiful native landscape present on the site and to provide enhanced landscape within the median and behind the sidewalk.

The two proposed primary minor collector roads wind through the community, following the natural topography and were located specifically to retain existing natural features. The intersection of the two collectors terminate at the center of the community with a traffic circle which acts as a traffic calming measure and replicates the existing circle at the intersection of Woody Mountain Road and Presidio Drive South. Further, the collector roads include a generous 16-foot wide landscaped median and bike lanes. A sidewalk is separated from the back of curb by a 5-foot landscaped parkway. The sidewalk only meanders in order to preserve existing trees within the right of way. The transportation system was designed in order to preserve as much native vegetation as possible while also providing the residents with a safe and unique neighborhood.

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

The expansion and development of the FUTS in connection with the applications will further the quality of life and add to the transportation network.

Goal T.5. Increase the availability and the use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

In conformance with Policy T.5.1., the developer will provide accessible pedestrian infrastructure of sufficient width with all street construction, including FUTS.

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

The applications recognize the importance of bicycling as a beneficial form of transportation and recreation. All the entrances to the community are connected to the FUTS trails, which provide easy access for bicyclists of all experience levels to this remarkable recreational amenity. The interior streets are designed to accommodate bicyclists of all types, from a professional biking to work to a young family taking an afternoon bike ride.

Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.

The proposed development has two main collector roads that converge in the center with a landscaped traffic circle. The entrance on Woody Mountain Road at the Presidio Drive South alignment, is also the entrance to the Presidio in the Pines development. Two other entrances are on Route 66. The main roads through the property include 16' landscaped medians that enhance the aesthetics of the street system.

Chapter 13- Neighborhoods, Housing, & Urban Development

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

Policy NH.1.4 fosters points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods. The applications meet this policy by providing multiple housing types of varying densities, offering many active and passive recreational opportunities and civic spaces for residents, and working with NAIPTA on the possibility of extending a bus line to this area. The concept of a “healthy” community is encouraged through the FUTS and associated project amenities.

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

Timber Sky will meet Policy NH.3.1 by providing a variety of housing types, with an emphasis on for-purchase products, to expand the choices available to meet the financial and lifestyle needs of the diverse population. The proposed development will offer single-family, condo, and townhouse developments which will provide realistic housing opportunities to the local work force. As a result of the project’s adjacency to major area employers, the residents of this community will also have the ability to walk or bike to work, furthering the goals of the Environmental Planning & Conservation and Transportation chapters of the FRP30.

The 2009-2013 American Community Survey 5-year Estimates from the U.S. Census Bureau (the most recent data available), determined that approximately 23.5% of homeowners in Flagstaff are paying more than 35% of their monthly household income on their mortgage and 50.2% of renters are paying more than 35% of their household income on rent. This same study states the median household income in Flagstaff (in 2013 inflation adjusted dollars) is \$49,771 and the median housing value is \$266,200. A recent September 6, 2015, article in the AZ Daily Sun by reports that the median price for a home in Flagstaff was \$352,750 in July 2015. During economic periods where salaries are not increasing at the same rate as housing costs, it is important to provide for efficient development plans that can be delivered at prices below the median and that is the goal of the applications.

The development of a 197 acre project takes a large commitment of capital investment and time. In order to achieve the delivery of housing at below the area median prices, the applicant has developed an efficient plan that juggles the preservation of the environmental features through the RPO, maximizing the placement of density in burn areas and along the Route 66 frontage, and by providing for a mixture of product that will serve the needs of community. The full development of the project will contribute to the for-purchase housing supply in Flagstaff that will aid in reducing the median prices and make housing financially accessible to the workforce – which is the overarching goal for this development.

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

All the housing in this development will be new and meet current building codes, therefore making it safe for all residents. Builders will be encouraged to use energy-efficient materials and design.

Goal NH.5. Eliminate homelessness.

This development will offer a variety of housing options at different price points. Although it may not eliminate homelessness, it will provide more attainable housing solutions for the people who work at nearby businesses.

Chapter 14- Economic Development

Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.

Businesses looking to locate to Flagstaff will place importance on the residential affordability index to ensure that its employees will have comfortable communities to reside in. By adding a diversity of product that can be efficiently delivered, the applications seek to provide housing in the region that is below the median price currently available and this should work to facilitate new business and industry recruitment.

Goal ED.7. Continue to promote and enhance Flagstaff’s unique sense of place as an economic development driver.

The proposed development will positively contribute to the community image by providing more entry level and workforce housing in an area of the City with two large employers.

Chapter 15- Recreation

Goal REC.1. Maintain and grow the region’s healthy system of convenient and accessible parks, recreation facilities, and trails.

As the Timber Sky project also includes substantial open space and recreation features, approval of the project will grow the region’s system of convenient and accessible passive and active recreation areas. The City of Flagstaff has established 50 miles of FUTS trails with a plan for an additional 80 miles of trails. The Timber Sky project will develop new portions of the FUTS and the approval of the applications will facilitate the further development of that trail system along the project boundaries of Route 66 and Woody Mountain Road, as well as providing linkages to the Flagstaff Loop Trail. Internally, Timber Sky will provide residents with over 11 acres of land for Community Center and open space uses. The proposed Community Center, located along the expansive open space corridor, will include plazas, playgrounds, pickle ball courts, and a community garden. Other smaller park and open space areas are proposed throughout the community, all of which are easily accessible to residents by walking or biking.



TIMBER SKY

Concept Zoning Plan

APPENDIX 2



VINTAGE
PARTNERS

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company
through its Division

First American Title Insurance Company

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services
2425 E. Camelback Road, Suite 300, Phoenix, Arizona 85016

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

**The Provisions in Schedule A
The Requirements
The Exceptions in Schedule B - Parts 1 and 2
The Conditions**

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

SCHEDULE B - EXCEPTIONS

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy and policies with EAGLE Protection added. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

**REQUIREMENTS
(Standard)**

The following requirements must be met:

- (a) **Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.**
- (b) **Pay us the premiums, fees and charges for the policy.**
- (c) **Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.**
- (d) **You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.**

(Continued on Requirements Page)

CONDITIONS

1. DEFINITIONS

- (a) **"Mortgage" means mortgage, deed of trust or other security instrument.**
- (b) **"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.**

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

**First American Title
Insurance Company
National Commercial
Services**



**The First American
Corporation**

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**First American Title Insurance Company
National Commercial Services**

SCHEDULE A

First Amended

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Alix Graham at (602)567-8100**

Effective Date: **June 16, 2014** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Extended Owner's Policy for \$5,700,000.00

Proposed Insured:

Thomas G. Russell, Trustee of the Thomas G. Russell Trust U/D/T 12/27/89

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Landmarc Capital & Investment Company, an Arizona corporation, as to an undivided 50% interest and Monterey Capital Co., LLC, an Arizona limited liability company, as to an undivided 50% interest

3. Title to the estate or interest in the land upon issuance of the policy shall be vested in:

Thomas G. Russell, Trustee of the Thomas G. Russell Trust U/D/T 12/27/89

4. The land referred to in this Commitment is located in Coconino County, AZ and is described as:

SEE EXHIBIT "A " ATTACHED HEREIN

Title officer: Mike S. Jones @ (602)567-8149/msjones@firstam.com.

Pages 1 through 5 of this document consist of the Title Insurance Commitment contract and our Privacy Policy.

EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF THE "PRESIDIO WEST TRACT" AS SAID TRACT IS DESCRIBED IN THAT CERTAIN WARRANTY DEED (DEED) RECORDED AS INSTRUMENT NO. 3229602, RECORDS OF COCONINO COUNTY, ARIZONA, WHEREIN SAID "PRESIDIO WEST TRACT" IS COMPRISED OF PARCEL NOS. 1D, 3, 4, 5B, 8 AND 9, WHICH ARE SITUATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 6 EAST AND IN SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24 AS DESCRIBED IN SAID DEED FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 19, AS DESCRIBED IN SAID DEED, LIES NORTH 89° 31' 49" EAST, A DISTANCE OF 2,634.20 FEET;

THENCE FROM SAID NORTHEAST CORNER OF SECTION 24, SOUTH 01° 56' 25" EAST, A DISTANCE OF 1,718.05 FEET ALONG THE LINE COMMON TO SAID SECTIONS 24 AND 19, TO A POINT ON THE NORTH BOUNDARY OF SAID "PRESIDIO WEST TRACT" FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 19, AS DESCRIBED IN SAID DEED, LIES SOUTH 01° 54' 02" EAST, A DISTANCE OF 916.63 FEET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH BOUNDARY, SOUTH 72° 44' 49" EAST, A DISTANCE OF 1,413.86 FEET TO THE BEGINNING OF AN OFFSET SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, BEING A LINE CURVED TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM THE CENTERLINE OF THE RIGHT OF WAY OF SAID U.S. HIGHWAY 66, SAID CENTERLINE BEING A CLOTHOID SPIRAL DEFINED BY THE ELEMENTS THETA = 3° 00' 00", XS = 299.92 FEET, YS = 5.23 FEET AND LS = 300.00 FEET, THE LONG CHORD BEARING AND LENGTH OF SAID CURVED LINE OF THE NORTH BOUNDARY ARE SOUTH 73° 47' 13" EAST ~ 303.42 FEET, AND SAID CURVED LINE OF THE NORTH BOUNDARY RUNS TO AN OFFSET POINT OF SPIRAL TO CURVE;

THENCE ALONG SAID NORTH BOUNDARY, BEING A SIMPLE CURVE TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM SAID CENTERLINE OF THE RIGHT OF WAY OF U.S. HIGHWAY 66, SAID SIMPLE CURVE HAVING A RADIUS OF 2,930.79 FEET, CHORD BEARING AND LENGTH OF SOUTH 79° 01' 53" EAST ~ 332.31 FEET AND CENTRAL ANGLE OF 6° 30' 00", AN ARC DISTANCE OF 332.49 FEET TO AN OFFSET POINT OF CURVE TO SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, BEING A LINE CURVED TO THE LEFT THAT IS OFFSET 66.00 FEET SOUTHERLY FROM SAID CENTERLINE OF THE RIGHT OF WAY OF U.S. HIGHWAY 66, SAID CENTERLINE BEING A CLOTHOID SPIRAL DEFINED BY THE ELEMENTS THETA = 3° 00' 00", XS = 299.92 FEET, YS = 5.23 FEET AND LS = 300.00 FEET, THE LONG CHORD BEARING AND LENGTH OF SAID CURVED LINE OF THE NORTH BOUNDARY ARE SOUTH 84° 16' 33" EAST ~ 303.42 FEET, AND SAID CURVED LINE OF THE NORTH BOUNDARY RUNS TO THE END OF SAID OFFSET SPIRAL;

THENCE ALONG SAID NORTH BOUNDARY, SOUTH 85° 16' 49" EAST, A DISTANCE OF 203.51 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE DEPARTING SAID NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH 00° 42' 05" WEST, A DISTANCE OF 1,107.36 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE SOUTH 43° 42' 33" WEST, A DISTANCE OF 785.53 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE SOUTH 54° 55' 29" EAST, A DISTANCE OF 708.84 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON THE WEST BOUNDARY OF THAT CERTAIN PARCEL OF LAND GRANTED TO

THE CITY OF FLAGSTAFF FOR PUBLIC RIGHT OF WAY PER INSTRUMENT NUMBER 3337514, RECORDS OF COCONINO COUNTY, ARIZONA;

THENCE SOUTHERLY ALONG SAID WEST BOUNDARY, BEING A NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 93.00 FEET, CHORD BEARING AND LENGTH OF SOUTH 09° 45' 40" WEST ~ 79.53 FEET AND CENTRAL ANGLE OF 50° 37' 42", AN ARC DISTANCE OF 82.18 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET AT THE BEGINNING OF A NONTANGENT CURVE ON SAID EAST BOUNDARY OF THE "PRESIDIO WEST TRACT";

THENCE SOUTHWESTERLY ALONG SAID EAST BOUNDARY, BEING A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5,679.58 FEET, CHORD BEARING AND LENGTH OF SOUTH 43° 20' 50" WEST ~ 181.19 FEET AND CENTRAL ANGLE OF 1° 49' 41", AN ARC DISTANCE OF 181.20 FEET TO A POINT OF NONTANGENCY;

THENCE ALONG SAID EAST BOUNDARY, SOUTH 44° 18' 09" WEST, A DISTANCE OF 213.50 FEET TO THE SOUTHEAST CORNER OF SAID "PRESIDIO WEST TRACT";

THENCE ALONG THE SOUTH BOUNDARY OF SAID "PRESIDIO WEST TRACT", NORTH 75° 51' 05" WEST, A DISTANCE OF 2,083.39 FEET TO THE BEGINNING OF A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID SOUTH BOUNDARY, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 9,798.23 FEET, CHORD BEARING AND LENGTH OF NORTH 72° 53' 07" WEST ~ 1,014.17 FEET AND CENTRAL ANGLE OF 5° 55' 59", AN ARC DISTANCE OF 1,014.63 FEET TO A POINT OF NONTANGENT COMPOUND CURVATURE;

THENCE NORTHWESTERLY ALONG SAID SOUTH BOUNDARY, BEING A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,103.47 FEET, CHORD BEARING AND LENGTH OF NORTH 69° 54' 18" WEST ~ 280.62 FEET AND CENTRAL ANGLE OF 1° 26' 53", AN ARC DISTANCE OF 280.63 FEET TO A POINT OF TANGENCY;

THENCE ALONG SAID SOUTH BOUNDARY OF THE "PRESIDIO WEST TRACT", NORTH 69° 10' 52" WEST, A DISTANCE OF 293.87 FEET TO THE SOUTHWEST CORNER OF SAID "PRESIDIO WEST TRACT";

THENCE ALONG THE WEST BOUNDARY OF SAID "PRESIDIO WEST TRACT", NORTH 00° 07' 17" EAST, A DISTANCE OF 1,132.68 FEET;

THENCE ALONG SAID WEST BOUNDARY OF THE "PRESIDIO WEST TRACT", NORTH 01° 00' 29" WEST, A DISTANCE OF 707.93 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE DEPARTING SAID WEST BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH 72° 48' 09" EAST A DISTANCE OF 631.50 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" (SET);

THENCE NORTH 18° 08' 11" EAST, A DISTANCE OF 594.01 FEET TO A ½" REBAR WITH PLASTIC CAP STAMPED "LS 14184" SET ON THE NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT";

THENCE ALONG SAID NORTH BOUNDARY OF THE "PRESIDIO WEST TRACT", SOUTH 72° 48' 09" EAST, A DISTANCE OF 565.49 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION, AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

**First American Title Insurance Company
National Commercial Services**

**SCHEDULE B
First Amended**

PART TWO:

1. Taxes for the full year of 2014.
(The first half is due October 1, 2014 and is delinquent November 1, 2014. The second half is due March 1, 2015 and is delinquent May 1, 2015 .)
2. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.
3. The right to enter upon said land and prospect for and remove all oil, gas and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, and except all materials which may be essential to the production of fissionable material as reserved in Arizona Revised Statutes.
4. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
5. Reservations, exceptions, covenants, conditions and rights reserved or imposed in Deed from Santa Fe Pacific Railroad Company in Book 37 of Deeds, Page 483.
6. This item has been intentionally deleted.
7. An easement for telephone and incidental purposes in the document recorded as Book 2 of Promiscuous Records, Page 446.
8. An easement for telephone and incidental purposes in the document recorded as Book 2 of Promiscuous Records, Page 452.
9. An easement for highway and incidental purposes in the document recorded as Book 5 of Promiscuous Records, Page 608.
10. An easement for highway and incidental purposes in the document recorded as Book 5 of Promiscuous Records, Page 634.
11. An easement for electric lines and appurtenant facilities and incidental purposes in the document recorded as Book 9 of Promiscuous Records, Page 419.
12. An easement for highway and incidental purposes in the document recorded as Book 10 of Promiscuous Records, Pages 274.
13. This item has been intentionally deleted.
14. This item has been intentionally deleted.

15. This item has been intentionally deleted.
16. This item has been intentionally deleted.
17. The right of the State of Arizona to prohibit, limit and control access to the limited access highway as set forth in instrument recorded in Docket 811, Page 49 and Docket 824, Page 964 and re-recorded in Docket 831, Page 301.
18. This item has been intentionally deleted.
19. This item has been intentionally deleted.
20. This item has been intentionally deleted.
21. This item has been intentionally deleted.
22. This item has been intentionally deleted.
23. This item has been intentionally deleted.
24. This item has been intentionally deleted.
25. An easement for right of way easement and incidental purposes in the document recorded as 2005-3337514 of Official Records.
26. This item has been intentionally deleted.
27. This item has been intentionally deleted.
28. The terms and provisions contained in the document entitled "Easement and Memorandum of Agreement" recorded December 24, 2007 as 2007-3470386 of Official Records.
29. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
30. This item has been intentionally deleted.
31. Water rights, claims or title to water, whether or not shown by the public records.

End of Schedule B

**First American Title Insurance Company
National Commercial Services**

First Amended

REQUIREMENTS:

1. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

2. Redemption of Certificate of Purchase No. 2012, issued on a sale of said land for taxes for the year 2012.
3. Pay all of 2013 taxes.

(Now delinquent and interest must be added)

NOTE: Taxes are assessed in the total amount of \$10,518.86 for the year 2013 under Assessor's Parcel No. 112-01-020 7.

NOTE: Taxes are assessed in the total amount of \$13,270.92 for the year 2013 under Assessor's Parcel No. 112-01-021 0.

4. Continue proper proceedings in the Bankruptcy Court of the U.S. District Court, Arizona , entitled in re Monterey Capital Co., LLC, an Arizona limited liability company, Debtor, Case No. 2:13-bk-01664 MCW, leading up to and including an Order Authorizing the consummation of the Action Sale of the within described property and record certified copy thereof.

NOTE: Satisfaction of this requirement will satisfy the following Requirements: Nos. 5 and 6.

5. Record Partial release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$14,200,000.00, recorded April 17, 2007 as 2007-3434726 of Official Records.
Dated: March 29, 2007
Trustor: Presidio West, LLC, an Arizona limited liability company
Trustee: Amy D. Howland, Esq., a member of the State Bar of Arizona
Beneficiary: Landmarc Capital & Investment Company, an Arizona corporation

The beneficial interest in the Deed of Trust was assigned to Litchfield Funding, L.L.C. 11.268% of the beneficial interest by Assignment recorded June 12, 2007 as 2007-3442734 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company 10.92% of the beneficial interest by Assignment recorded July 30, 2007 as 2007-3451708 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company 7.86% of the beneficial interest by Assignment recorded July 30, 2007 as 2007-3451709 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company 1.21% of the beneficial interest by Assignment recorded July 30, 2007 as 2007-3451710 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company 1.51% the beneficial interest by Assignment recorded July 30, 2007 as 2007-3451711 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company .868% of the beneficial interest by Assignment recorded July 30, 2007 as 2007-3451712 of Official Records.

The beneficial interest in the Deed of Trust was assigned to TBM Associates, LLC, an Arizona limited liability company .162% of the beneficial interest by Assignment recorded September 14, 2007 as 2007-3458186 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Lazy E, L.L.C., .35% of the beneficial interest by Assignment recorded October 16, 2007 as 2007-3462160 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Cohen, Rife, & Jutzi, PC Profit Sharing Plan by Assignment recorded December 20, 2007 as 2007-3469998 of Official Records.

The beneficial interest in the Deed of Trust was assigned to LDM Acceptance Company Pension Plan 7.24% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3469999 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.29% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470000 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.31% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470001 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.49% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470002 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.52% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470003 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.55% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470004 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Desert Trails Holding, L.L.C. 0.56% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470005 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.71% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470006 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Hayden Investments L.L.C. 0.81% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470007 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.83% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470008 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.61% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470009 of Official Records.

The beneficial interest in the Deed of Trust was assigned to LDM Acceptance Company 1.68% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470010 of Official Records.

The beneficial interest in the Deed of Trust was assigned to LDM Acceptance Company 0.70% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470011 of Official Records.

The beneficial interest in the Deed of Trust was assigned to LDM Acceptance Company Pension Plan 1.64% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470012 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 1.25% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470013 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 1.47% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470014 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 2.49% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470015 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 2.50% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470016 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 3.52% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470017 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Desert Trails Holding, L.L.C., 3.97% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470018 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Hayden Investments, L.L.C., 1.69% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470019 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Landmarc Capital Partners, LLC 0.22% of the beneficial interest by Assignment recorded December 20, 2007 as 2007-3470020 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Private Lenders Funding Group, LLC, a Delaware limited liability company by Assignment recorded December 13, 2013 as 2013-3681261 of Official Records.

The beneficial interest in the Deed of Trust was assigned to Private Lenders Funding Group, LLC, a Delaware limited liability company by Assignment recorded December 13, 2013 as 2013-3681262 of Official Records.

Thereafter, Deed of Release and Full Reconveyance recorded September 11, 2013 as 2013-3673798 of Official Records.

Thereafter, Deed of Release and Full Reconveyance recorded September 25, 2013 as 2013-3675102 of Official Records.

Thereafter, Deed of Release and Full Reconveyance recorded October 11, 2013 as 2013-3676687 of Official Records.

Note: Absolute Assignment of Leases and Rents recorded April 17, 2007 as 2007-3434727 of Official Records.

6. Record Partial Release of a financing statement recorded April 17, 2007 as 2007-3434728 of Official Records.

Debtor: Presidio West, LLC
Secured Party: Landmarc Capital & Investment Company

7. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" which became effective February 23, 2011. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11(b), 16, 17, 20(a), and 20(b) from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to First American Title Insurance Company.

8. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.

9. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
10. Record Warranty Deed from Thomas J. Giallanza, Deputy superintendent of Arizona department of financial institutions as Deputy Receiver of Landmarc Capital & Investment Company, an Arizona corporation and Monterey Capital Co., LLC, an Arizona limited liability company, as Debtor, in U.S. Bankruptcy, District of Arizona, Case No. 2:13-bk-01664 MCW to Buyer(s).
11. Return to title department for final recheck before recording.

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
- b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. 33-422 has been, or will be, recorded pertaining to the land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be issued in connection with this Commitment. The statute applies only to unsubdivided land in an unincorporated area of a county.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

End of Requirements



TIMBER SKY

Concept Zoning Plan

August 12, 2016

Case #PZ-15-00115



Administrative Data

Property/Developer: Vintage Partners, LLC 2502 East Camelback Road Suite 214 Phoenix, Arizona 85016 Contact: Quinn Hunt (602) 438-9931 quinn@vmlazco.com	Land Planner/Prepared by: Arizona Land Design, LLC 3007 North Arroyo Grande Drive Phoenix, Arizona 85028 Contact: Christine Lyons Tarantola (480) 951-8410 clyons@arizona-land.com
Engineer: Woodson Engineering & Surveying, Inc. 124 North Eldon Street Flagstaff, Arizona 86001 Contact: Rick Schuller (928) 774-4636 rschuller@woodsoneng.com	Zoning Address: Bergin, Franks, Smalley & Oberholzer, P.L.L.C. 4455 East Camelback Road Suite A-205 Phoenix, Arizona 85018 Contact: Carolyn Oberholzer (602) 898-7860 coberholz@phoenix.com
Landscaper/Architect: Norms Design 6 East Aspen, Suite 200 Flagstaff, Arizona 86001 Contact: Aaron Hawkins (907) 243-0440 ahawkins@norms-design.com	Traffic Consultant: CivTech, Inc. 10005 North Hayden Road, Suite 140 Scottsdale, Arizona 85260 Contact: Dawn Carter (480) 699-4250 dcarter@civtech.com
Real Estate Consultant: Bellmore Real Estate Consulting 2830 East Ray Road, Suite 120 Phoenix, Arizona 85044 Contact: Jim Bellmore (480) 706-1000	Writing Consultant: Wright Engineering 185 E. Chilton Drive Chandler, Arizona 85225 Contact: Aaron Kutchny Phone: (480) 497-5829 akutchny@wrightengineering.com

Property Data

Development Name: Timber Sky Site Address: 3400 West Route 66 Flagstaff, Arizona 86001	Site Area: 127.28 Acres Adjacent Parcel Numbers: 112-01-020 112-01-021
Proposed Zoning Classifications: R1 - Single Family Residential MR - Medium Density Residential HR - High Density Residential CS - Commercial Service POC - Public Open Space	Existing Zoning Classifications: Existing Zoning Classifications: Rural Residential - Flagstaff General - Coconino County

Required Open Space

Zoning Category	Zoning Category Area (acres)	Percent of Required Open Space	Required Open Space (acres)
R1	126.24	1%	1.26
HR	34.07	1%	3.41
MR	32.98	1%	3.30
CS	10.00	100%	10.00
POC	13.00	0%	0.00
Total	197.28	---	12.34

Required Civic Space

Zoning Category	Zoning Category Area (acres)	Percent of Required Civic Space	Required Civic Space (acres)
R1	126.24	0%	0.00
HR	34.07	0%	0.00
MR	32.98	0%	0.00
CS	10.00	0%	0.00
POC	13.00	0%	0.00
Total	197.28	---	0.00

Conceptual Open Space Allocations

Description	Area (acres)
Block sub-zoned preservation/conservation park	3.80
Community Center (Parcel 13)	2.11
Open space within collector roadway includes median and roadway areas within sight of any existing or planned driveway between the curb and sidewalk	7.23
Total	13.14

Conceptual Civic Space Allocations

Description	Area (acres)
Open space within Parcel 10	3.80
Open space within Parcel 14	2.45
Total	6.25

Conceptual Open Space and Civic Space Required / Allocation

	Required (acres)	Allocation (acres)
Open Space	12.34	13.14
Civic Space	0.00	6.25
Total	12.34	19.39

*12% open space may not be required if less than 20,000 sq ft of building area provided within the Commercial Service (CS) zone.

Commercial Service Allowed Uses

Use	Yield
Construction of Lighted Signs	Y
Manufacturing and Processing - processes	Y
Marketing or Retail Selling Areas	Y
Mini-Storage Warehouses	Y
Printing and Reproduction	Y
Restaurants	Y
Retail Warehouses	Y
Service and Public Schools	Y
Private Schools	Y
Trade Schools	Y
Accessory Building & Structures	Y
Accessory Dwelling Units	Y
Day Care	Y
Composited Care Facilities	Y
Day Care Centers	Y
Home Day Care	Y
Daycare, Multiple Family	Y
Daycare, Two Family	Y
Group Home	Y
Home Occupation	Y
Offices & Maintenance	Y
Child Care Facilities	Y
Child Care Homes	Y
Child Care Homes	Y
Daycare	Y
Home Residential Occupancy	Y
Residence for Child, Caretaker or Manager	Y
Family Nurseries and Day Care	Y
Daycare Retail Business	Y
Meal Use	Y
Development of Data	Y
Bed & Breakfast Establishments	Y
Service Stations	Y
Office	Y
Public Storage Units	Y
Emergency Services	Y
Veterinary Offices	Y
Veterinary Hospitals	Y
Assisted Living/Communications Facilities	Y
Collection Facility	Y
Family Day Care - All Employees, No	Y
Health, Telecommunications Facilities	Y
Accessory Child Care Centers	Y
Garage, Off-Street	Y
Freight Terminal/Transfer Station	Y
Community Center	Y
Automated Retail Repair Stations - Motor	Y

Y = Permitted
 YP = Conditional Use permit required

Site Data Chart

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Maximum Density (dw/acre)	**Gross Maximum Density (dw/acre)	Proposed Yield (dwelling units)
1	HR	High Density Residential Condominium/Townhome	11.22	10.94	13	23	251,259
2	HR	High Density Residential Condominium/Townhome	18.14	3.49	13	23	133,223
3	MR	Medium Density Residential Single Family Attached	15.28	13.20	8	9	90,177
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	2	48,170
5	MR	Medium Density Residential Single Family Attached	18.25	17.80	8	9	138,174
6	R1	Single Family Residential Single Family Detached	13.00	13.26	2	2	28,602
7	R1	Single Family Residential Single Family Detached	28.27	18.79	2	2	41,181
8	R1	Single Family Residential Single Family Detached	23.35	21.87	2	2	41,177
9	HR	High Density Residential Condominium/Townhome	10.50	3.48	13	23	138,251
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	2	18,402
11	R1	Single Family Residential Single Family Detached	4.28	8.46	2	2	18,402
12	CS	Commercial/Service	10.00	9.55	---	---	---
13	HR	High Density Residential Condominium/Townhome	8.71	8.98	13	23	87,147
14	POC	Open Space/Community Center	2.88	2.11	---	---	---
15	POC	Open Space/Community Center	1.88	1.43	---	---	---
16	POC	Open Space/Community Center	3.74	3.48	---	---	---
Total			197.50	187.88	8.8	6.8	810,1,258

Notes:
 **Proposed overall yield is capped at a total of 1,500 dwelling units.
 **Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.
 Maximum allowed Gross Floor Area Ratio (GAR) for Commercial Service is 2.0.

Zoning District Site Data

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Maximum Density (dw/acre)	**Gross Maximum Density (dw/acre)	Proposed Yield (dwelling units)
1	HR	High Density Residential Condominium/Townhome	11.22	10.94	13	23	251,259
2	HR	High Density Residential Condominium/Townhome	18.14	3.49	13	23	133,223
3	MR	Medium Density Residential Single Family Attached	15.28	13.20	8	9	138,251
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	2	48,170
5	MR	Medium Density Residential Single Family Attached	18.25	17.80	8	9	138,174
6	R1	Single Family Residential Single Family Detached	13.00	13.26	2	2	28,602
7	R1	Single Family Residential Single Family Detached	28.27	18.79	2	2	41,181
8	R1	Single Family Residential Single Family Detached	23.35	21.87	2	2	41,177
9	HR	High Density Residential Condominium/Townhome	10.50	3.48	13	23	138,251
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	2	18,402
11	R1	Single Family Residential Single Family Detached	4.28	8.46	2	2	18,402
12	CS	Commercial/Service	10.00	9.55	---	---	---
13	HR	High Density Residential Condominium/Townhome	8.71	8.98	13	23	87,147
14	POC	Open Space/Community Center	2.88	2.11	---	---	---
15	POC	Open Space/Community Center	1.88	1.43	---	---	---
16	POC	Open Space/Community Center	3.74	3.48	---	---	---
Total			197.50	187.88	8.8	6.8	810,1,258

Notes:
 **Proposed overall yield is capped at a total of 1,500 dwelling units.
 **Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.
 Maximum allowed Gross Floor Area Ratio (GAR) for Commercial Service is 2.0.

Residential Zones Allowed Uses

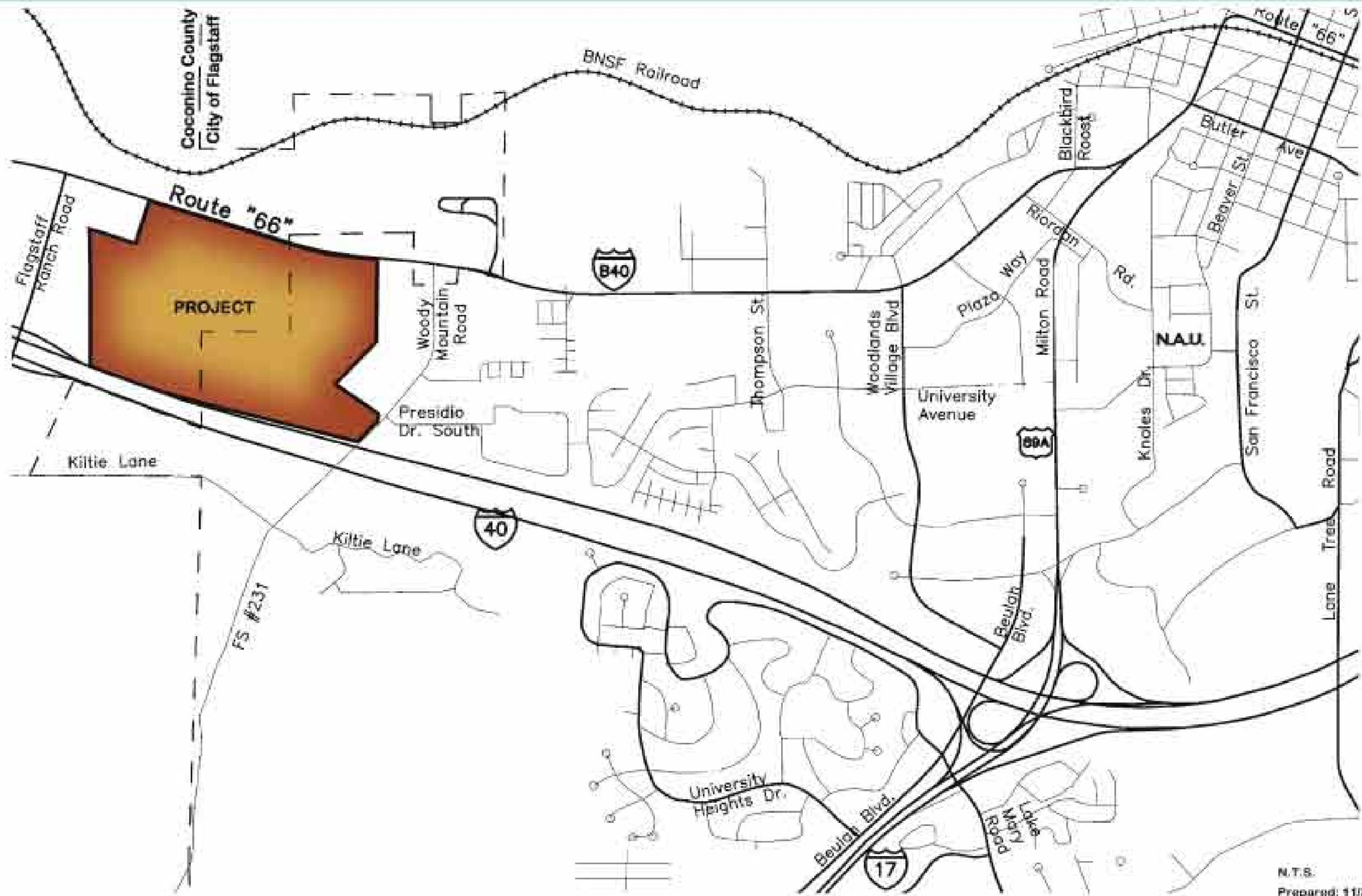
Use	R1	MR	HR
Neighborhood Meeting Facilities	Y	Y	Y
Health Care Facilities (HHS)	Y	Y	Y
Child & Public Schools	Y	Y	Y
Private Schools	Y	Y	Y
Accessory Building & Structures	Y	Y	Y
Accessory Dwelling Units	Y	Y	Y
Composited Care Facilities	Y	Y	Y
Day Care Centers	Y	Y	Y
Home Day Care	Y	Y	Y
Daycare, Multiple Family	Y	Y	Y
Daycare, Two Family	Y	Y	Y
Daycare, Single Family	Y	Y	Y
Daycare	Y	Y	Y
Home Occupation	Y	Y	Y
Composited Care Facilities	Y	Y	Y
Child Care Homes	Y	Y	Y
Home Occupancy	Y	Y	Y
Child Care Facilities	Y	Y	Y
Child Care Homes	Y	Y	Y
Home Occupancy	Y	Y	Y
Home Residential Occupancy	Y	Y	Y
Residence for Child, Caretaker or Manager	Y	Y	Y
Family Nurseries and Day Care	Y	Y	Y
Daycare Retail Business	Y	Y	Y
Meal Use	Y	Y	Y
Development of Data	Y	Y	Y
Bed & Breakfast Establishments	Y	Y	Y
Service Stations	Y	Y	Y
Office	Y	Y	Y
Public Storage Units	Y	Y	Y
Emergency Services	Y	Y	Y
Veterinary Offices	Y	Y	Y
Veterinary Hospitals	Y	Y	Y
Assisted Living/Communications Facilities	Y	Y	Y
Collection Facility	Y	Y	Y
Accessory Child Care Centers	Y	Y	Y
Community Center	Y	Y	Y

Public Open Space Allowed Uses

Use	Yield
Open Space	Y
Parks and Recreation Facilities - Parks	Y

Notes:
 Y = Permitted
 YP = Conditional Use permit required
 YC = Conditional Use permit is required (open to all) or (facilities located 200 yards)
 YD = Other uses not permitted in zoning district unless otherwise stated by local ordinance.
 YN = Not Permitted
 YP = Conditional Use permit required
 YC = Conditional Use permit is required (open to all) or (facilities located 200 yards)
 YD = Other uses not permitted in zoning district unless otherwise stated by local ordinance.
 YN = Not Permitted
 YP = Conditional Use permit required
 YC = Conditional Use permit is required (open to all) or (facilities located 200 yards)
 YD = Other uses not permitted in zoning district unless otherwise stated by local ordinance.
 YN = Not Permitted





Cocconino County
City of Flagstaff

Route "66"

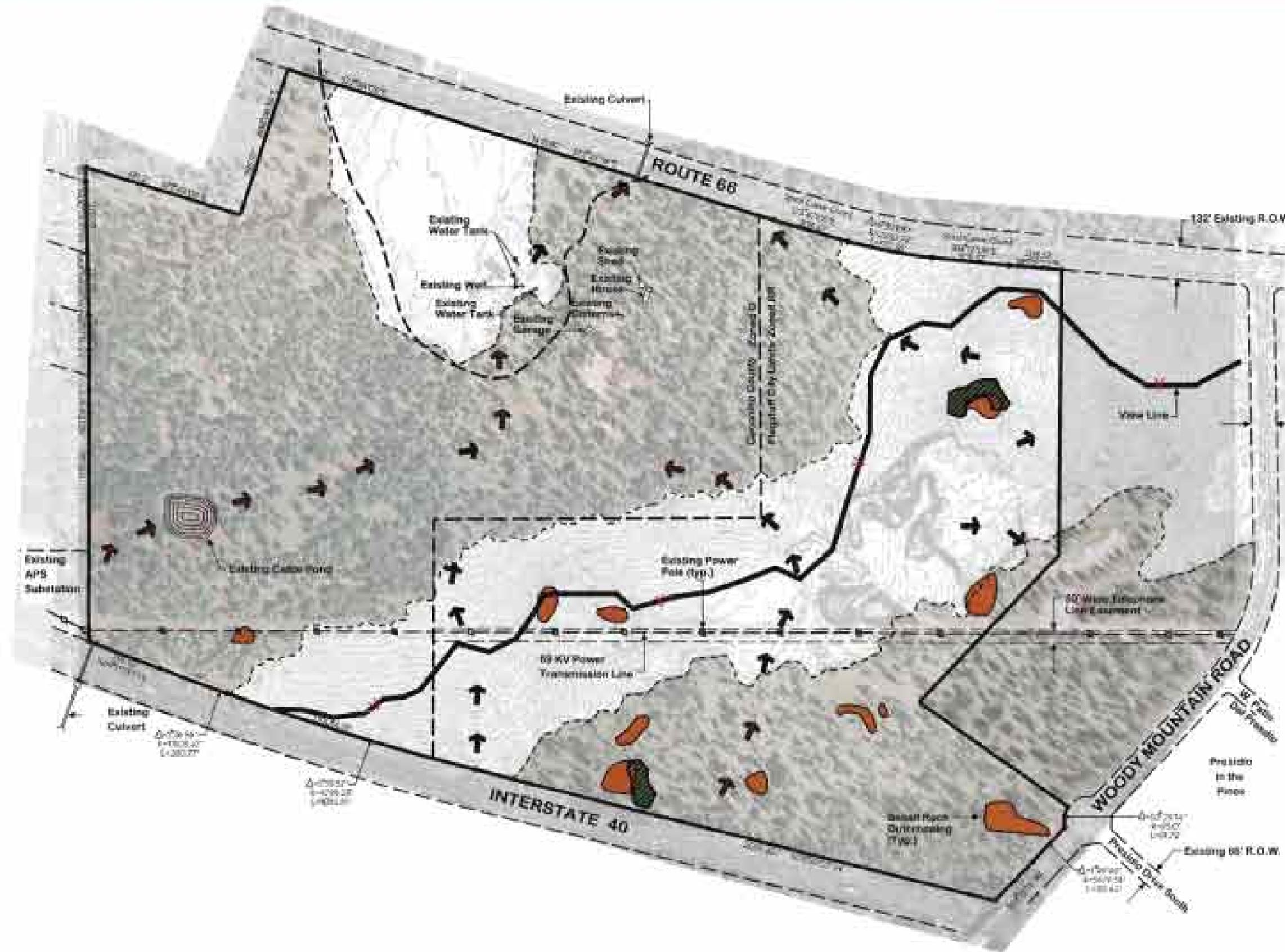
PROJECT



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Revised: 12/7/15
Revised: 3/10/16
Revised: 6/23/16
Revised: 8/12/16



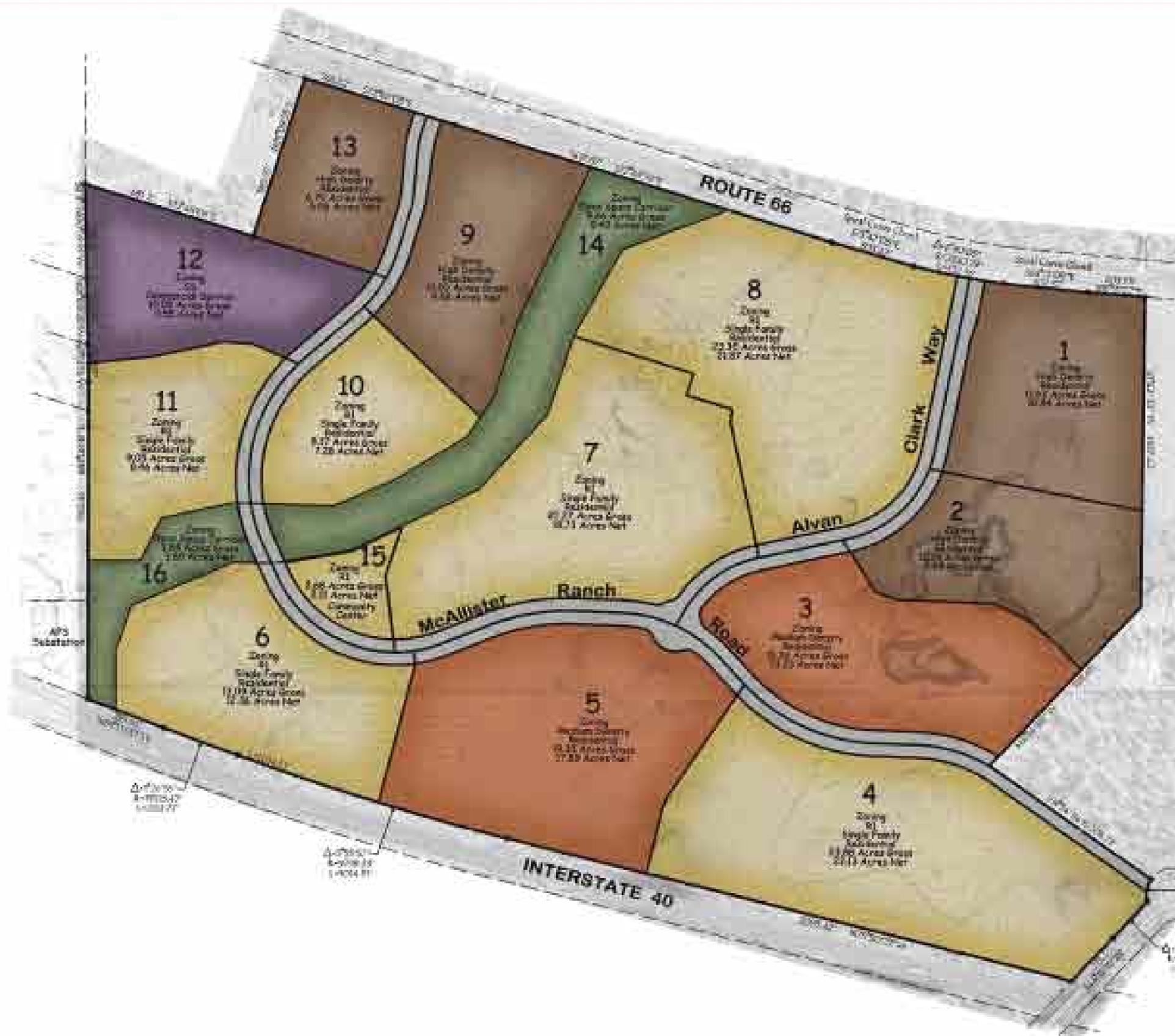
NORTH
Sheet 2 of 11



- LEGEND**
- Slope Resource Area Greater than 17%
 - Topography
 - Forest Resource Area
 - Drainage Flow Arrows
 - Existing Culvert
 - Basalt Rock Outcropping
 - View Line



Prepared: 11/3/15 Sheet 4 of 11
 Revised: 12/7/15
 Revised: 3/10/16
 Revised: 6/23/16
 Revised: 8/12/16



Site Data Chart

Parcel	Proposed Zoning	Proposed Use / Building Type	Gross Area (acres)	Net Area (acres)	**Gross Minimum Density (dw/acre)	**Gross Maximum Density (dw/acre)	Proposed Yield (dwelling units)
1	HR	High Density Residential Condominium/Townhome	11.82	10.84	13	22	131-258
2	HR	High Density Residential Condominium/Townhome	10.14	9.68	13	22	132-223
3	MR	Medium Density Residential Single Family Attached	18.28	13.20	8	9	92-137
4	R1	Single Family Residential Single Family Detached	23.88	22.13	2	5	48-116
5	MR	Medium Density Residential Single Family Attached	19.35	17.98	5	6	138-174
6	R1	Single Family Residential Single Family Detached	13.08	12.36	2	5	26-60
7	R1	Single Family Residential Single Family Detached	20.27	18.73	2	5	41-101
8	R1	Single Family Residential Single Family Detached	13.35	11.87	2	5	47-113
9	HR	High Density Residential Condominium/Townhome	10.50	9.88	13	22	136-251
10	R1	Single Family Residential Single Family Detached	8.17	7.28	2	5	16-41
11	R1	Single Family Residential Single Family Detached	9.05	8.48	2	5	18-45
12	CS	Commercial Service*	10.00	9.58	—	—	—
13	HR	High Density Residential Condominium/Townhome	6.70	6.08	13	22	87-147
15	R1	Community Center	2.68	2.11	—	—	—
Subtotal			184.08	169.85	4.9	9.0	810-1,850*
14	POS	Open Space Corridor	9.88	9.43	—	—	—
16	POS	Open Space Corridor	3.84	3.80	—	—	—
Subtotal			13.50	13.03	—	—	—
Total			197.58	182.88	4.9	9.0	810-1,850*

Notes:
 *Proposed overall yield is capped at a total of 1,300 dwelling units.
 **Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.
 *Maximum allowed Gross Floor Area Ratio (GFAR) for Commercial Service is 2.0.

LEGEND

- High Density Residential (HR)
- Medium Density Residential (MR)
- Single Family Residential (R1)
- Commercial Service (CS)
- Public Open Space (POS)
- Collector Roadway
- Contours

Scale 1" = 400'
 Prepared: 11/3/15 Sheet 5 of 11
 Revised: 12/7/15
 Revised: 3/10/16
 Revised: 6/23/16
 Revised: 8/12/16



LEGEND

- Entry Monumentation - See Enlargements
- Public Amenities - See Enlargements
- Civic Open Space
- General Open Space
- 6' Detached Concrete Walk
- 5' Detached Concrete Walk
- Internal Pedestrian Connection
- FUTS Loop Trail - Unpaved (to Meandering)
- Proposed FUTS Trail - Paved (10')
- FUTS Trail - By Others
- Internal Vehicular and Pedestrian Connection*
- Possible Pedestrian Connection

* Internal connectivity will be addressed at time of subdivision platting or Site Plan as applicable. Internal vehicular and pedestrian connectivity illustrated on plan is conceptual only.

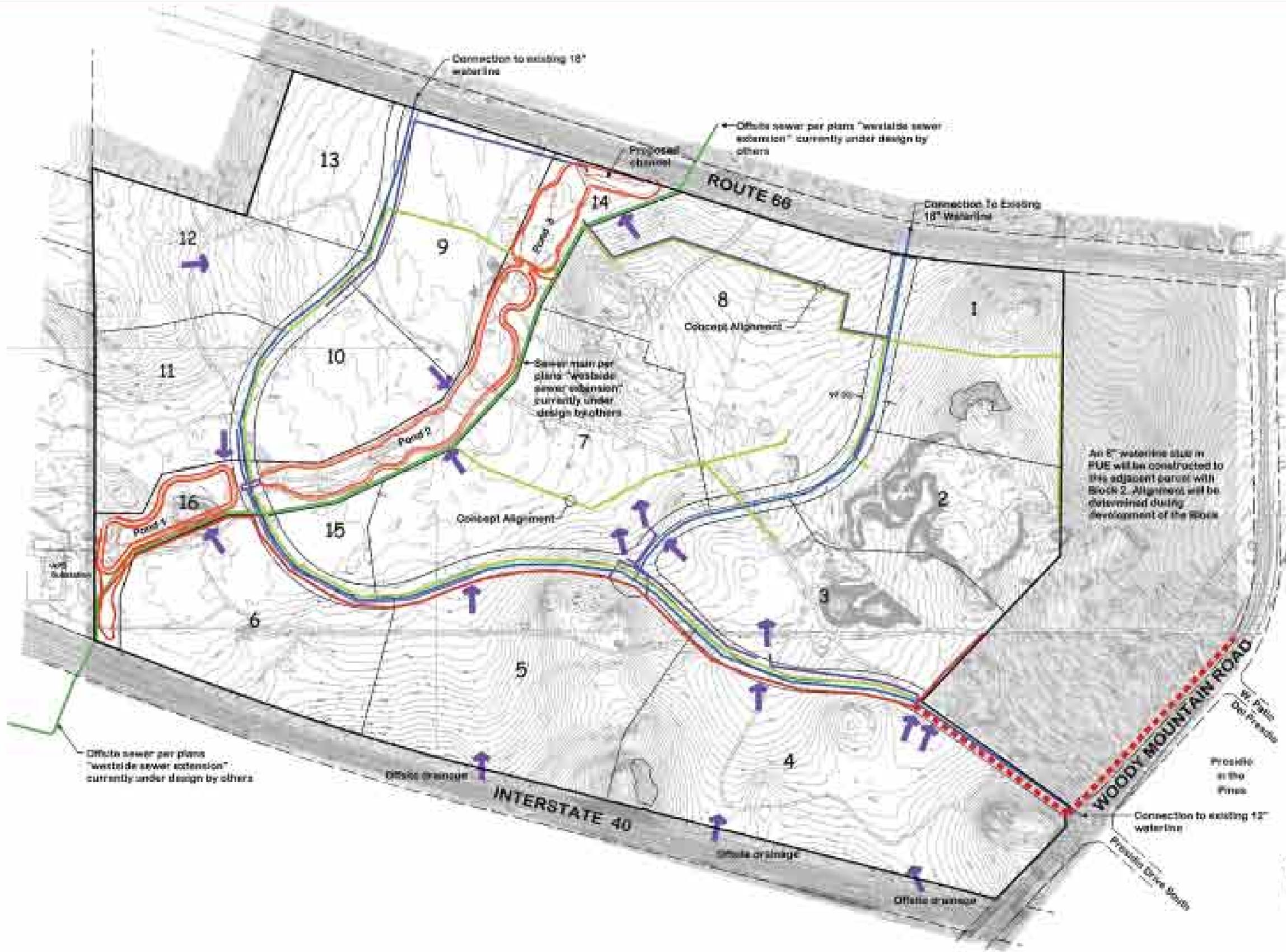


Prepared: 11/2015
 Revised: 12/7/15
 Revised: 3/10/16
 Revised: 8/23/16
 Revised: 8/12/16

Conceptual Open Space and Civic Space Required / Allocation

	Required (acres)	Conceptual Allocation (acres)
Open Space	12.53	14.73
Civic Space	6.88	11.34
Total	19.41	26.07

*15% open space may not be required if less than 20,000 sf of building area provided within the Commercial Service (CS) zone.

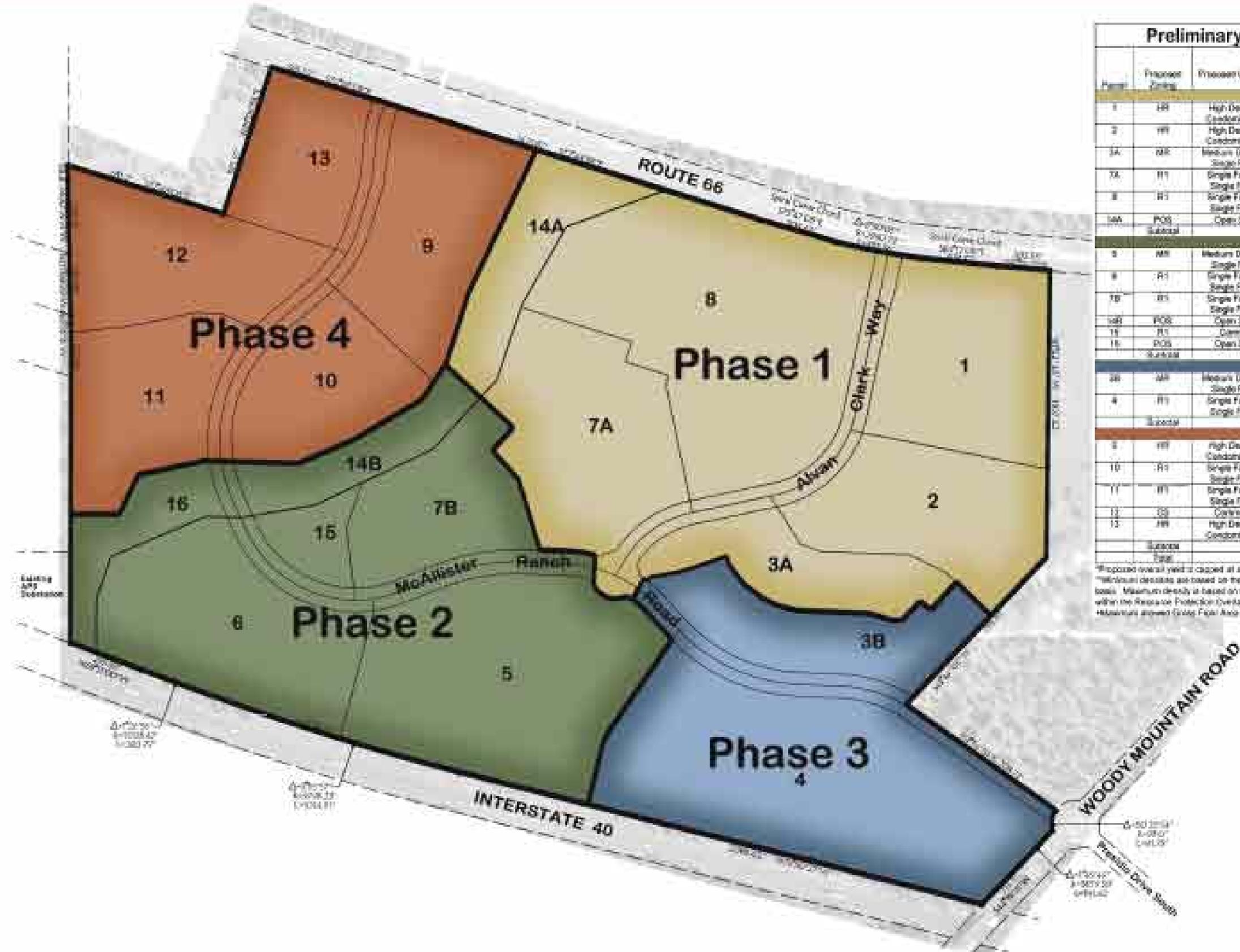


LEGEND

- Concept Sewer Main
- Proposed Sewer (by others)
- Concept Water Main
- Proposed Electric - APS
- Proposed Storm Drain
- ➔ Drainage Flow Arrows
- Proposed Detention Basin
- - - - Alternative alignment for APS



Scale 1" = 400'
 Prepared: 11/3/15
 Revised: 12/7/15
 Revised: 3/10/16
 Revised: 6/23/16
 Revised: 8/12/16



Preliminary Development Phasing Site Data

Phase	Proposed Zoning	Proposed Use / Building Type	Gross Area (Acres)	Net Area (Acres)	Total Maximum Density (Units/Acre)	Gross Maximum Density (Units/Acre)	Proposed Yield (Units)
Phase 1							
1	HR	High Density Residential Condominium/Townhome	11.82	11.84	13	20	161,286
2	HR	High Density Residential Condominium/Townhome	11.14	9.62	13	20	125,272
3A	HR	Medium Density Residential Single Family Attached	6.64	6.02	6	8	41,622
7A	RI	Single Family Residential Single Family Detached	12.41	11.87	2	5	59,411
8	RI	Single Family Residential Single Family Detached	22.32	21.37	2	5	107,107
14A	POB Sublot	Open Space Corridor	2.42	2.42	—	—	—
			44.85	44.87	5.7	10.3	246,718
Phase 2							
5	MR	Medium Density Residential Single Family Attached	18.22	17.89	6	8	115,174
6	RI	Single Family Residential Single Family Detached	13.99	12.99	2	5	64,481
7B	RI	Single Family Residential Single Family Detached	6.09	5.65	2	5	18,421
14B	POB	Open Space Corridor	3.94	3.94	—	—	—
15	RI	Community Center	2.88	2.71	—	—	—
16	POB	Open Space Corridor	3.94	3.94	—	—	—
			37.99	37.99	1.1	1.5	162,318
Phase 3							
3A	MR	Medium Density Residential Single Family Attached	6.42	5.75	6	8	51,721
3B	RI	Single Family Residential Single Family Detached	21.85	22.12	2	5	48,118
			28.27	27.87	3.1	13	99,839
Phase 4							
9	HR	High Density Residential Condominium/Townhome	11.10	9.42	13	20	136,222
10	RI	Single Family Residential Single Family Detached	8.11	7.28	2	5	16,411
11	RI	Single Family Residential Single Family Detached	9.02	8.46	2	5	19,281
12	SR	Community Center	11.32	9.82	—	—	—
13	HR	High Density Residential Condominium/Townhome	6.10	6.02	13	20	87,147
			44.64	41.02	5.7	10.5	203,464
			192.58	192.58	4.0	8.4	910,102

Proposed overall yield is capped at a total of 1,000 dwelling units.
 *Minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category with the Resource Protection Overlay (RPO) and not on a per parcel basis.
 Maximum allowed Gross Floor Area Ratio (GAR) for Commercial Service is 2.0.



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 Revised: 12/7/15
 Revised: 3/10/16
 Revised: 6/23/16
 Revised: 8/12/16

Sheet 8 of 11



CONDOMINIUM



CONDOMINIUM



TOWNHOME



TOWNHOME



TOWNHOME

HIGH DENSITY RESIDENTIAL



SINGLE FAMILY ATTACHED



SINGLE FAMILY ATTACHED



MEDIUM DENSITY RESIDENTIAL



SINGLE FAMILY DETACHED



SINGLE FAMILY DETACHED



SINGLE FAMILY DETACHED

SINGLE FAMILY RESIDENTIAL

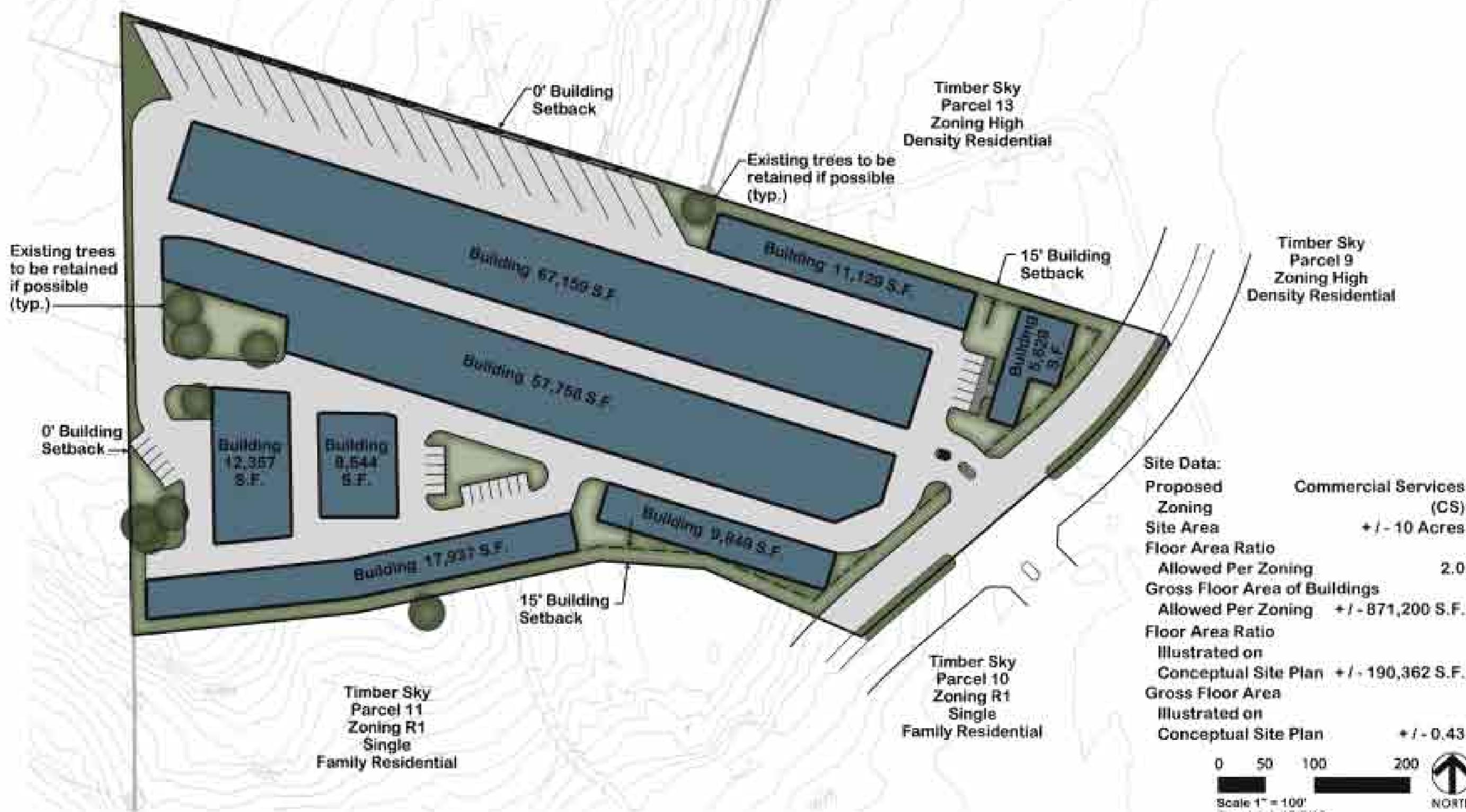
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Revised: 6/23/16
Revised: 8/12/16

Sheet 8 of 11



Prepared: 12/7/15
Revised: 3/10/16
Revised: 6/23/16
Revised: 8/12/16

Sheet 10 of 11



Site Data:

Proposed Zoning	Commercial Services (CS)
Site Area	+/- 10 Acres
Floor Area Ratio Allowed Per Zoning	2.0
Gross Floor Area of Buildings Allowed Per Zoning	+/- 871,200 S.F.
Floor Area Ratio Illustrated on Conceptual Site Plan	+/- 190,362 S.F.
Gross Floor Area Illustrated on Conceptual Site Plan	+/- 0.43

0 50 100 200

Scale 1" = 100'

Prepared: 12/7/15
 Revised: 3/10/16
 Revised: 8/23/18
 Revised: 8/12/18

Sheet 11 of 11

NORTH

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold public hearings on Wednesday, September 28, 2016 and October 12, 2016 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, November 1, 2016, at 6:00 p.m. to consider the following:

A. Explanation of Matters to be Considered:

1. A proposed Concept Zoning Map Amendment to rezone property from RR, Rural Residential to R1, Single-family Residential (100.48 acres), MR, Medium Density Residential Zone (34.60 acres), HR, High Density Residential Zone (38.97 acres), POS, Public Open Space Zone (13.51 acres) and CS, Commercial Service Zone (10.02 acres), for the area described in Part B below.

B. General Description of the Affected Area:

Approximately 197.58 acres located at 3425 W Route 66, Coconino County Assessor's Parcel Numbers 112-01-020 and 112-01-021, located in the west half of Section 19, T21N, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

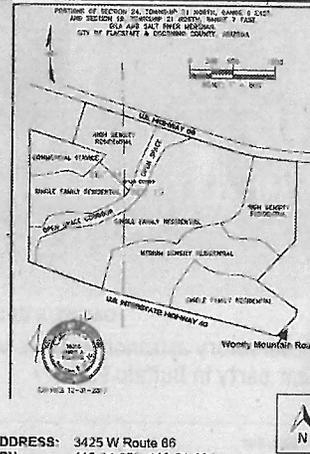
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

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

Unless otherwise posted, all meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED CONCEPT ZONING MAP AMENDMENT

From RR, Rural Residential Zone to Single-family Residential (R1) Zone, Medium Density Residential (MR) Zone, High Density Residential (HR) Zone, Public Open Space (POS) Zone and Commercial Services (CS) Zone



For further information, please contact:

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

928-213-2608
Email: tantol@flagstaffaz.gov
Publish: September 9, 2016



Flagstaff Regional Plan 2030 Applicable Goals & Policies

Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

- *Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.*
- *Policy E&C.3.2. Invest in forest health and watershed protection measures.*
- *Policy E&C.5.1. Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.*
- *Policy E&C.5.4. Encourage uses within Lighting Zone 1 of the lighting codes of the City and County that do not require outdoor lighting, and discourage those which require all-night lighting.*
- *Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.*
- *Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation.*
- *Goal E&C.10. Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.*

Open Space

- *Policy OS.1.2. While observing private property rights, preserve natural resources and priority open lands, under the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment maps.*
- *Policy OS.1.3. Use open space as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.*
- *Policy OS.1.4. Use open spaces as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.*
- *Policy OS.1.5. Integrate open space qualities into the built environment.*

Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management and Water Quality)

- *Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.*
- *Policy WR.4.3 Development requiring public utility services will be located within the Urban Growth Boundary.*
- *Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.*
- *Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.*
- *Policy WR.6.4. Encourage low-impact development practices.*

Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

- *Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.*
- *Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain view of significant landmarks, sloping landforms, rock outcroppings, watercourses, floodplains, and meadows, and conserve stands of ponderosa pine.*
- *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 CC.1.4. Identify, protect, and enhance gateways, gateway corridors, and gateway communities.*
- *Policy CC.2.3. Mitigate development impacts on heritage resources.*
- *Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.*
- *Policy CC.4.1. Design Streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.*
- *Policy CC.4.9 Develop appropriate tools to facilitate the undergrounding of existing overhead utility lines, especially in established viewsheds and in reinvestment areas.*

Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area and Activity Centers)

- *Goal LU.2. Develop Flagstaff's Greenfields in accordance with the Regional Plan and within the growth boundary.*
- *Policy LU.2.1 Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.*
- *Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.*
- *Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.*
- *Policy LU.2.4. Utilize Low Impact Development (LID) strategies and stormwater best practices as part of the overall design for new development.*
- *Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.*
- *Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.*
- *Policy LU.4.2. Utilize the following as guidance in the development process: Natural Environment maps, Environmental Planning and Conservation policies, Considerations for Development, Cultural Sensitivity, and Historical Preservation maps and Community Character policies, while respecting private property rights.*
- ***Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.***
- *Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.*
- ***Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.***

- *Policy LU.5.3.Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.*
- *Policy LU..5.Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.*
- *Policy LU.6.4 Provide appropriate recreational and cultural amenities to meet the needs of residents.*
- *Policy LU.7.2.Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.*
- *Goal LU.13.Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.*
- *Policy LU.13.1.Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.*
- *Policy LU.13.2.Consider public transit connections in suburban development.*
- *Policy LU.13.4.Plan suburban development to include a variety of housing options.*
- *Policy LU.13.9.Use open space and FUTS trail to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborhoods.*
- *Policy LU.18.4.Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.*
- *Policy LU.18.8.Increase residential densities, live-work units, and home occupations within the activity cents' pedestrian shed.*
- *Policy LU.18.10.Corridors should increase their variety and intensity of uses as they approach activity centers.*

Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

- *Goal T.1.Improve mobility and access throughout the region.*
- *Policy T.1.2.Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.*
- *Policy T.1.2.Transportation systems are consistent with the place type and needs of people.*
- *Policy T.2.1.Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.*
- *Policy T.3.2.Promote transportation systems that reduce the use of fossil fuels and eventually replace with carbon neutral alternatives.*
- *Policy T.4.2.Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation uses with contextual landscaping an appropriate architectural features.*
- *Policy T.6.2.Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.*
- *T.8.4. Protect rights-of-way for future transportation corridors.*

Cost of Development

- *Policy CD.1.5.Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.*

Neighborhoods, Housing, and Urban Conservation

- *Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development with complete streets, sidewalks, and trails.*
- *Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.*
- *Policy NH.3.5. Encourage and incentivize affordable housing.*

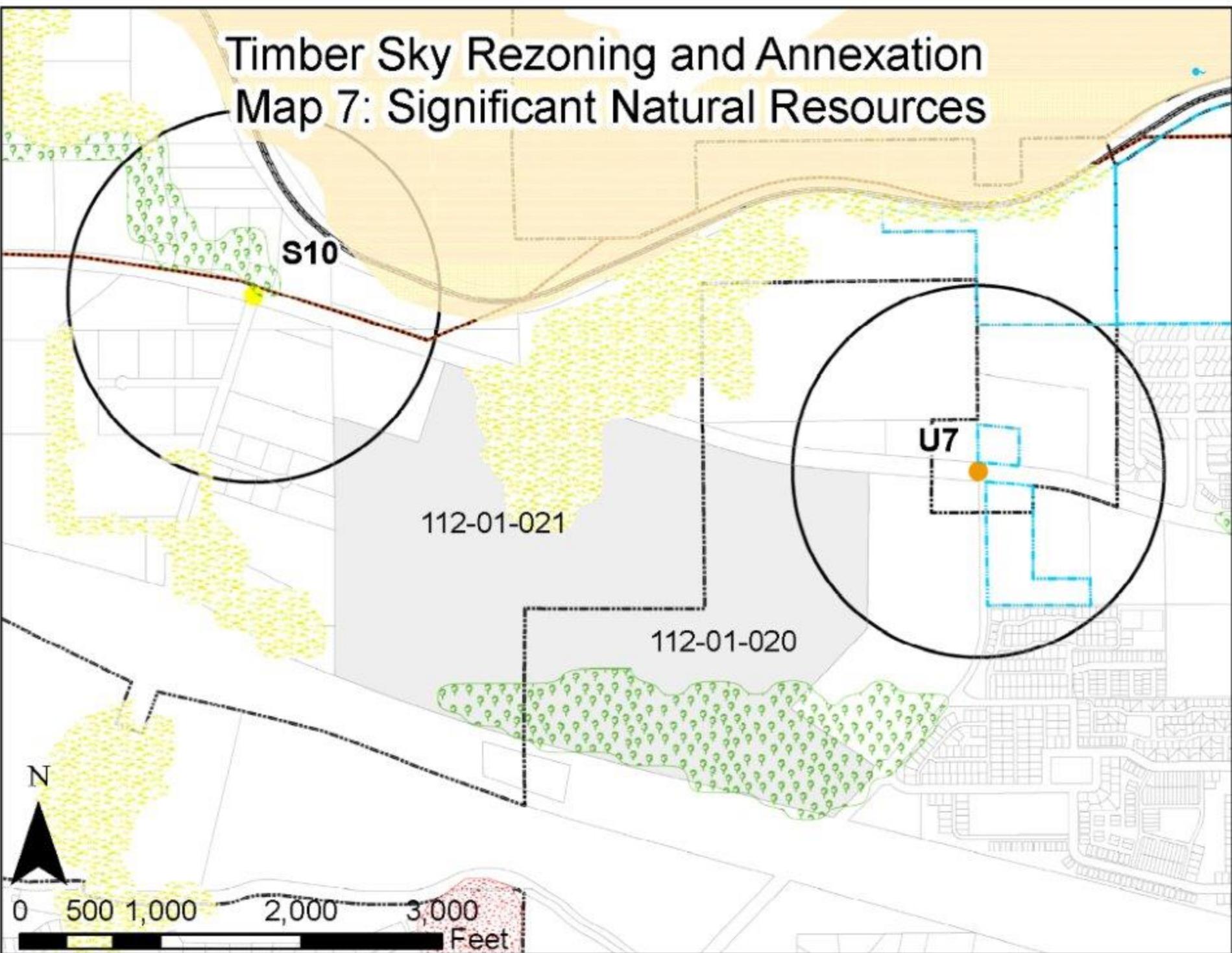
Economic Development (Responsive Government, Education and Workforce Training, Business Retention, Expansion and Entrepreneurship, Business Attraction, Tourism, Community Character and Redevelopment and Infill)

- *Policy ED 7.4. Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.*

Recreation

- *Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.*
- *Policy REC.1.1. Integrate active and passive recreation sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.*
- *Policy REC.1.2. Promote public and private partnership to offer parks, recreation facilities, and resources.*

Timber Sky Rezoning and Annexation Map 7: Significant Natural Resources



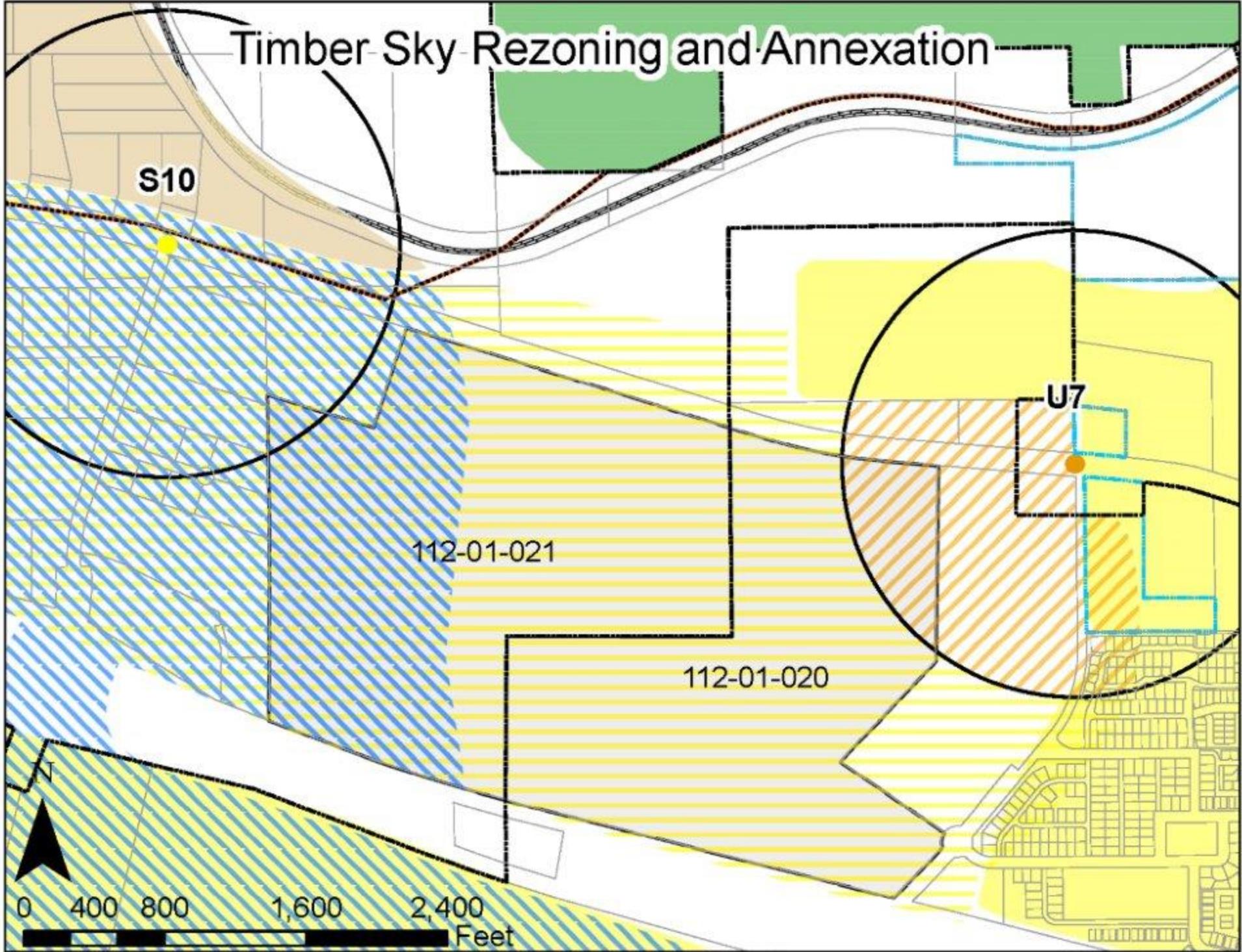
Timber Sky Rezoning and Annexation

S10

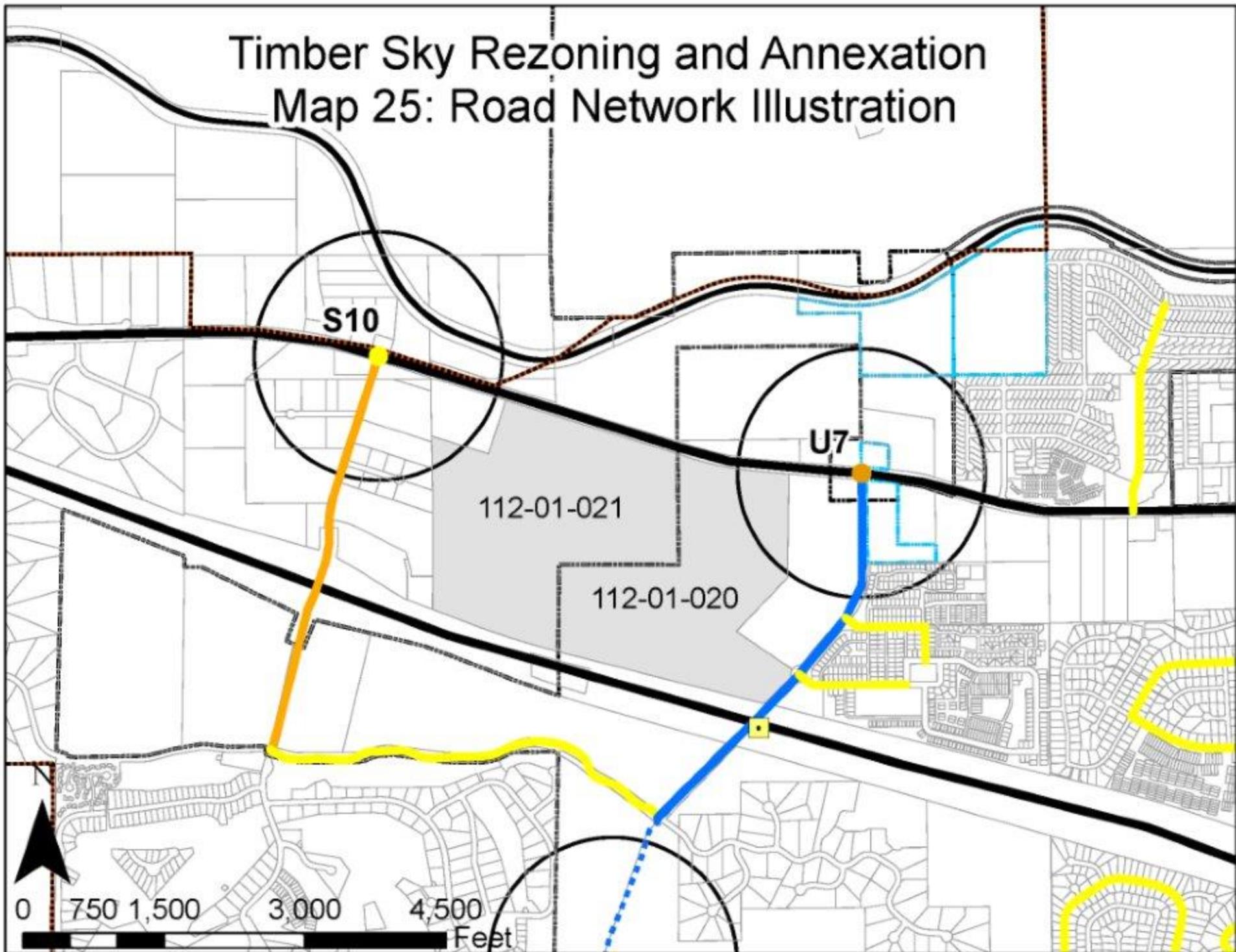
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Timber Sky Rezoning and Annexation Map 25: Road Network Illustration





TIMBER SKY

Citizen Participation Report

September 20, 2016



VINTAGE
PARTNERS

Timber Sky
CITIZEN PARTICIPATION REPORT
September 20, 2016

This report outlines the results of the Citizen Participation Plan which was implemented in conjunction with the application for Annexation, Rezoning and Conceptual Plat for Timber Sky, a 197-acre master planned community generally located near the southwest corner of U.S. Highway 66 and Woody Mountain Road. The Citizen Participation Plan was implemented to open the lines of communication with the residents in the surrounding area of the project and to facilitate the meaningful inclusion of all interested parties in the development of this rezoning and conceptual plat proposal.

Techniques the development team used to involve the public

On November 23, 2015, the development team sent letters by first class mail to property owners, Home Owner Associations, citizens, jurisdictions, and public agencies within a 1,000 foot area around the boundaries of the subject property. Lists of the property owners and other affected parties are included as Exhibit A. A map of the neighborhood notification boundary is included as Exhibit B.

The notification letter included the following information:

1. The location, date, and time of the neighborhood meetings;
2. The Applicant's name and contact information;
3. The address of the subject property;
4. A brief summary of the application.

A copy of the notification letter is included as Exhibit C.

Additionally, a notification sign was posted on the property on November 24, 2015. This sign is four feet by four feet and installed on Woody Mountain Road. The sign was clearly visible from the public right-of-way and to adjacent residents. Information on the sign included the purpose, dates, locations, and times of the neighborhood meetings as well as an information tube containing copies of the meeting notice. A picture of the sign posted on the property is included as Exhibit D.

Neighborhood Meetings

The development team held two evening, open-house style neighborhood meetings. The first meeting was Tuesday, December 8, 2015, between 6:00pm and 8:00pm, at the Kilted Cat (Thornager's), 2640 West Kiltie Lane, Flagstaff. The second neighborhood meeting was held Monday, January 11, 2016, also between 6:00pm and 8:00pm, at the Doubletree by Hilton Hotel, 1175 West Route 66, Flagstaff.

Originally, a second neighborhood meeting was scheduled for December 14, 2015; however, it was cancelled due to inclement weather and rescheduled for January 11, 2016. On December 30, 2015, notifications for the rescheduled meeting were sent out to the same property owners and interested parties as the original mailing and the notification sign on the property was updated. A copy of the notification letter sent out regarding the rescheduled neighborhood meeting is included as Exhibit E and a photo of the updated sign is included as Exhibit F.

Summary of December 8, 2015 Neighborhood Meeting

This meeting was held at the Kilted Cat and was set up in an open-house style with large boards displaying the plans set up on easels for the community to view. Members of the development team were available to explain and discuss the project, as well as answer any questions and address any concerns. Members of the development team present included: Walter Crutchfield and John Scholl (Vintage Partners), Carolyn Oberholtzer (BFSO Law), Rick Schuller (Woodson Engineering), and Aaron Hayne and Doug Craig (Norris Design). The meeting began promptly at 6:00pm, as scheduled. In addition to the Development Team, a total of 29 people attended the meeting. A copy of the sign in sheet is attached as Exhibit G.

Below is a summary of the comments and concerns that were raised by the attendees of the neighborhood meeting. The Development Team's responses to the concerns are in **bold** below each comment.

Traffic and Public Safety Impacts -

- There were many comments and questions on traffic impacts and mitigation. General concern was that traffic will be a big impact down Route 66 to Milton Road and whether or not the surrounding roads will be able to handle the increase in traffic in the area.
The City of Flagstaff, Coconino County, and ADOT require developments of this size to prepare a traffic study addressing traffic impacts. The applicant has submitted a Traffic Impact Analysis ("TIA") for the various agencies to review, and that document will set forth appropriate and requisite improvements to serve the project.
- There was concern about the local fire stations being able to accommodate the new development.
Once the annexation of the western portion of Timber Sky is complete, the Flagstaff Fire Department will provide fire coverage to the entire development. The closest fire station is Station #1 located at 1972 South Thompson Street, approximately 1.5 miles from Timber Sky.

Lighting Impact -

- Many attendees voiced concerns about lighting and the dark sky movement. The sentiment was to have as little light as possible, including as few street lights as possible.

The goal at Timber Sky is to create the finest dark skies compliant master planned community in Arizona. The lighting design for the project will meet or exceed all the requirements of the Dark Sky Ordinance and the Outdoor Lighting Standards in the Zoning Ordinance. The project team is working with Wright Engineering to develop these standards, with the advice and input of the United States Department of Defense. These standards will be implemented through the future development agreement for the Property.

Wildlife Impact -

- One attendee was concerned with the impact on local wildlife with respect to cutting off wildlife corridors and suggested that we speak with Hannah Griscom from Arizona Game and Fish Department, for guidance on this issue. They also suggested no fencing be permitted or fencing that is sensitive to the wildlife and that education be provided to the residents on how to live with wildlife – no feeding, etc.

The Applicant will review fencing options near the FUTS corridor to provide for wildlife-sensitive materials and breaks to provide for connectivity between parcels.

Forest Resources -

- There were many questions about saving the existing trees – residents from Presidio in the Pines seemed to be concerned about this due to the fact that their development saved resources in pockets and not thru out. One comment was made about developing only in the burned areas where there are no trees.

Due to a past wildfire, the landscaping on the property is not as lush as it once was; however, it does contain a healthy Ponderosa Pine forest throughout portions of the site which will be preserved through the application of the Resource Protection Overlay requirements in the Flagstaff Zoning Ordinance. The protections of the Overlay will extend to the annexed area when that process is finalized as well. Also, Overlook Park at the roundabout entrance to the development will be maintained as a park such that much of the Presidio residents' forest view will be preserved. Further, a large section of land along the FUTS corridor is being zoned as Open Space to prevent development in that area.

Open Space Corridor -

- Several questions were asked about how much overall open space is being provided within the corridor and where, and what the areas will be used for.
The Applicant team responded to these comments by taking the attendees through a series of exhibits from the applications that demonstrate open space corridors, trails, and amenities. It was explained that the Open Space Corridor varies in width and will provide for internal and external multi-modal linkages. To the extent feasible, the Open Space Corridor will also be used to maintain the movement of wildlife as it enters the Property from Route 66 and/or the southwest corner. The Corridor will also provide stormwater detention and retention during times of heavy rain.
- Some questions were asked about what the drainage system consists of in this corridor and why we are doing the stormwater management there.
Design decisions were made to provide stacking benefits with respect to stormwater management in an attempt to utilize the natural processes which are currently occurring on the site.
 - **The natural on-site drainage corridor is being mimicked by providing large, wide bottomed gently sloping basins which will be revegetated in native and turf grasses for stormwater volume and rate control.**
 - **The development team wanted to conserve the natural corridor area while obtaining maximum stacking benefits from this area including recreation.**
 - **The stormwater drainage is being maintained at the location it is currently flowing. Extensive field visits were utilized to determine existing conditions and flow paths.**
 - **The grassy basins provide exceptional, long flow lengths (almost 3,000 feet) over grass providing fantastic pollutant capture and infiltration benefits.**
 - **Native grasses and forest duff will be salvaged and replaced to provide a seed bed and organic medium for re-establishment of the meadows.**
 - **Stacking, multi-faceted techniques are being utilized as Low Impact Development (LID) Integrated Management Practices. The development team is utilizing LID techniques to preserve the rural character of the area as much as possible.**
 - **All aspects of the development are being considered holistically – from the wide medians with plantings in the collector street network, to providing a relaxed street treatment and vegetated buffer strip basins. Additional collector street-side extended detention basins will be provided for direct pollutant capture. The Bio-retention areas will be installed at every single-family residence, multi-faceted Integrated Management practices will be installed at all of the high density blocks**

while trying to preserve those key trees at these locations that are integral to holistic integrated management practices.

- The design is providing benefits beyond that required by providing LID features in areas that are not available for LID credit such as sediment forebays in the drainage corridor to capture sediments from the drainage conduits discharging from the local streets here. In this area the large basins will act as fantastic extended detention basins with pools up to 3 feet deep that will slowly drain out – leaving most of the sediments and pollutants trapped in the grassy swales.
- The Community Center with star gazing opportunities, recreation areas and community food gardens; the site fencing and entry monuments; the relaxed street sections, the holistic stormwater management and natural area conservation all combine to make the subdivision a rural place located at the very edge of the City – the right place for this approach.

Housing Products -

- Attendees had questions about what the high density residential was and what types of housing is being proposed, especially for the high density areas. Will it be apartments or condos? How many stories?
The land use category does provide for both ownership and rental multi-family units, but it was clarified that this would not be student housing. It was explained that single family is also an allowable use within this category at higher densities than the LDR and MDR categories. The overall number of units, project-wide, will be capped at 1300 units. This limit will be implemented through the development agreement.

Additional Questions and Comments -

- There was a lot of interest in how the FUTS trail is incorporated into the project and where it connects.
The extension of the FUTS trail is proposed along the northern property boundary on Route 66, along the entire length of the open space corridor, and on Woody Mountain Road along the southeastern corner of the property. These trails will be 10' wide and consist of decomposed granite to facilitate pedestrian, bikes, horses, and the like.
- A comment was made about Flagstaff needing affordable housing badly.
The development team responded that the applicant understands the current housing prices in Flagstaff are not affordable for a good portion of the City's residents which is why Timber Sky proposes single-family, condo, and townhouse developments. Offering a variety of housing options provides more realistic housing opportunities to the local work force in the area. The driving

goal of the Timber Sky project is to provide for a variety of housing options that are financially accessible to the work force.

- What is Pickleball?

It was explained and shown in exhibits that Pickleball could be a component of the Community Park as it is a financially accessible sport that appeals to many age groups and is not currently a feature of other master-planned communities, which are typically oriented around golf courses. Pickleball is a racquet sport that combines elements of badminton, tennis, and table tennis. Two, three, or four players use solid paddles made of wood or composite materials to hit a perforated polymer ball, similar to a wiffle ball, over a net. The sport shares features of other racquet sports, the dimensions and layout of a badminton court, and a net and rules similar to tennis, with a few modifications.

Summary of the January 11, 2016 Neighborhood Meeting

This meeting was held at the Double Tree by Hilton Hotel and was set up in an open-house style with large boards displaying the plans set up on easels for the community to view. Members of the development team were available to explain and discuss the project, as well as answer any questions and address any concerns. Members of the development team present included: Walter Crutchfield and John Scholl (Vintage Partners), Carolyn Oberholtzer (BFSO Law), Rick Schuller (Woodson Engineering), and Aaron Hayne (Norris Design). The meeting began promptly at 6:00pm, as scheduled. In addition to the Development Team, a total of 16 people attended the meeting, a copy of the sign in sheet is attached as Exhibit H.

Below is a summary of the comments and concerns that were raised by the attendees of the neighborhood meeting. The Development Team's responses to the concerns are in **bold** below each comment.

Traffic and Public Safety Impacts -

- Concern that traffic will be a big impact at Route 66 and Flagstaff Ranch Road especially with the City Public Works yard coming to the area. Additional concern about traffic accidents at this location because people make a right turn from Flagstaff Ranch Road to Route 66 without looking.
The Development Team understands the proposed project will increase traffic on the surrounding roads and encourages everyone to drive safely and responsibly, including looking both ways before turning into traffic.
- An attendee asked if a traffic light would be installed on Route 66.
The City of Flagstaff, Coconino County, and ADOT require developments of this size to prepare a traffic study addressing traffic impacts. The applicant has

submitted a Traffic Impact Analysis (“TIA”) for the various agencies to review, and that document will set forth appropriate and requisite improvements to serve the project.

Lighting Impact -

- Many attendees were pleased to hear about the level of “dark sky” that was proposed in the project.

The goal at Timber Sky is to create the finest dark skies compliant master planned community in Arizona. The lighting design for the project will meet or exceed all the requirements of the Dark Sky Ordinance and the Outdoor Lighting Standards in the Zoning Ordinance. The Development Team is pleased that the neighbors recognize the level of importance they have placed on keeping the sky dark and retaining this important characteristic of Flagstaff.

Wildlife Impact -

- Concerns were expressed about the local wildlife with respect to cutting off wildlife migration corridors.

Maintaining the natural drainage corridor on the western portion of the property for use as open space will enable wildlife to move within the property. This open space corridor is 13.5 acres. The southwest corner of the property would remain open as well.

- There was some concern about the proposed width of the open space corridor not being enough for wildlife migration. One attendee was satisfied with a width of 200’ for wildlife migration.

The development team explained that about half of the corridor is 200’ wide, the other half is 150’ wide, with exception to the extreme southern portion which is 100’ wide. Additionally some areas are wider than 200’. Rick Schuller, with Woodson Engineering, estimates the average width to be about 175’.

- Open boundaries vs. fenced yards would impact the amount of wildlife being able to pass through the community.

Fencing is favored versus walls. As to fencing type, it was discussed that certain types are harmful to wildlife and those should be avoided.

- A comment was made about the possibility of incorporating a walk under for wildlife with the digging of the sewer line under Route 66.

The project does not include this element.

Forest Resources -

- Attendees expressed the desire to retain as many trees on the property as possible.

Due to a past wildfire, the landscaping on the property is not as lush as it once was; however, it does contain a healthy Ponderosa Pine forest throughout portions of the site which will be preserved through the application of the Resource Protection Overlay requirements in the Flagstaff Zoning Ordinance. Disturbed areas of the development will be seeded with a native mix allowing new landscaping to blend seamlessly with the preserved landscape over time.

Open Space Corridor -

- There were some questions about the drainage system in the open space corridor and why the developer proposed stormwater management in the area.
Please refer to the open Space Corridor discussion in the Summary of December 8, 2015 Neighborhood Meeting.

Housing Products -

- There were some questions about what types of housing was being proposed in the high density areas. Concerns over apartments in these areas and many attendees preferred condominiums and townhouses.
The project is currently in the conceptual design phase, no plans have been made as to the specific types of housing that will be offered in the high density areas. However, it was clarified that apartments are not the intended use.
- There were some general misconceptions about the difference between “affordable” housing and “low income” housing.
There was a misunderstanding about the term “affordable housing.” The housing in Timber Sky will be affordable meaning “accessible” or “starter.” The different housing types (single family, townhouse, condo, etc.) will provide more living options for the people who work in the area. The term “affordable housing” was not meant in the way of the housing being provided as low income-qualified housing.

Additional Questions and Comments -

- There were several questions about water and sewer being brought to the area. Some attendees commented that the City should annex the properties in the area so they can hook up to water and sewer. Currently, water mains run past their property but they are not allowed to hook into it. Some attendees expressed the desire to be annexed into the City.
If residents are interested in annexing into the City, we suggested they contact the City planning department to better understand what is required.
- A question was raised about the 37 acre outparcel and if the developer had plans to acquire it in the future.

Currently, there are no plans to acquire the outparcel and this plan is viable with or without future development on the 37 acres.

- Deer are a problem with planted landscape, they like to eat everything that is newly planted.

This issue will be kept in mind through the development of the landscape plan with the future preliminary plats.

- There is a greater need for commercial development in the area.

Commercial development generally comes after the residential development is established and there is a consumer base to support retail uses. By adding up to 1300 dwelling units to this area, it will increase the likelihood of commercial development in the Activity nodes.

- Positive feedback included: love the premier dark sky community concept, like the idea of using recycled rock and timber from the site, excited to see NAIPTA station close by, and like the preservation of the trees.

The development team is encouraged by the positive feedback from the meeting attendees and looks forward to moving the project forward with the neighbors support.

Hannah Griscom, an Urban Wildlife Planner with the Arizona Game and Fish Department, was in attendance at this meeting. She had the following comments regarding the proposed development:

- Suggests LID design that processes stormwater at the lot level through native vegetation, bio swales, etc.

All aspects of the development are being considered holistically – from the wide medians with plantings in the collector street network, to providing a relaxed street treatment and vegetated buffer strip basins. Additional collector street-side extended detention basins will be provided for direct pollutant capture. The Bio-retention areas will be installed at every single-family residence, multi-faceted Integrated Management practices will be installed at all of the high density blocks while trying to preserve those key trees at these locations that are integral to holistic integrated management practices.

- Underpass under Route 66 for FUTS and wildlife migration
This is not a proposed element of the project.

- Minimize removal of native vegetation

The development team plans to retain as much of the native vegetation as possible and the Resource Protection Overlay District will help to achieve this.

- Comprehensive “weed management” to be included in HOA requirements
This will be incorporated.
- Likes the idea of the dark skies concept

The restrictions that will apply in addition to the Zone 1 requirements will be implemented through the CC&Rs.

- Minimize fencing, especially along open space also consider wildlife friendly fencing (wrought iron fencing can impale elk trying to jump over it).
This will be considered through the development of the fencing program for the project, and fences will be favored over walls.
- Maximize width of open space corridor to increase large animal use, should be greater than 150' but 300' is ideal
Approximately half of the corridor is 200' wide, the other half is 150' wide, with exception to the extreme southern portion which is 100' wide. Additionally some areas are wider than 200'. Rick Schuller, with Woodson Engineering, estimates the average width to be about 175'.
- Protect rock outcroppings
Rock outcroppings will be protected to the greatest extent possible. The rock outcropping in the southeastern portion of the property have been designed into Overlook Park.

Additional Communication with Property Owners and Interested Parties

The development team has been committed to giving everyone the opportunity to learn about Timber Sky and understands that some people may not have been able to attend the neighborhood meetings. To that end, contact information (phone number, email, and mailing address) was provided for Walter Crutchfield, with Vintage Partners, and Carolyn Oberholtzer, with Bergin, Frakes, Smalley & Oberholtzer, for citizens to provide comments and ask questions. The following is a summary of the additional communication that was received:

- In an email from Nat White to Carolyn Oberholtzer on January 4, 2016, Mr. White suggested moving the higher density areas closer to the Woody Mountain/Route 66 intersection, he opined that the closer the higher density housing is to town, the better. He also suggested the "game way" be widened per game and fish suggestions. A copy of this email exchange is attached as Exhibit I.
- In an email from Tina, Matt, and Maddie Sieg, homeowners in Presidio in the Pines, to Mr. Crutchfield, on January 11, 2016, the Sieg's had the following recommendations "to create a harmonious flow" between the proposed Timber Sky development and Presidio in the Pines:
 1. Pair new single family residences with existing single family residences in adjacent subdivisions.
 2. Connect subdivision pathways and sidewalks to the urban trail system.
 3. Consider a single track sidewalks for new secondary trails to connect adjacent subdivisions as desirable and inexpensive alternative to paved sidewalks.
 4. Consider regional trail connections that share utility corridors.

5. Developers participate as trail stakeholders with trail managers and other stakeholders.

Mr. Crutchfield responded to the Sieg's email on January 13, 2016. A copy of the correspondence is attached as Exhibit J.

- Ms. Griscom, with AZ Game and Fish Department, emailed Mr. Crutchfield on February 17, 2016 with her recommendations for the proposed development with regards to the open space corridor, fencing standards, a possible Route 66 underpass, stormwater, maintaining native vegetation, and dark skies. Many of the comments contained in the email mirrored her comments at the neighborhood meeting on January 11, 2016. A copy of the correspondence is attached as Exhibit K.

Since our neighborhood meetings, project representatives have continued community outreach efforts through individual meetings with area stakeholders. Since the notifications went out for the Planning & Zoning Hearing, we have not received any inquiries.

Exhibit A

Property Owners

APN	OWNER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIPCODE
116-04-035	4490 ROUTE 66, LLC	128 MARLETTE		PHOENIX	AZ	85012
112-62-202	ABBOTT-RHOTON INVESTMENTS LLC DBA CAPSTONE HOMES	1750 RAILROAD SPRINGS BLVD STE 10		FLAGSTAFF	AZ	86001
116-04-003R	ARIZONA PUBLIC SERVICE COMPANY	PO BOX 53999 MS 9505		PHOENIX	AZ	85072-3999
112-62-010	BAKER RYAN W & JEANETTE N	2923 S PEPITA DR		FLAGSTAFF	AZ	86001
112-33-056B	BARTEL BART J & PEGGY	2650 W KILTIE LN		FLAGSTAFF	AZ	86001
112-62-016	BARZAK SHAWN & JACQUELINE	2947 S PEPITA DR		FLAGSTAFF	AZ	86001
116-04-014	BHB INVESTMENT PROPERTIES LLC	PO BOX 60156		PHOENIX	AZ	85082
112-62-015	BIGGERSTAFF PATRICK & WHITNEY	2943 S PEPITA DR		FLAGSTAFF	AZ	86001
112-62-066	BISCHOFF JOEL R & CLAIRE E	2949 S CAMEL DR		FLAGSTAFF	AZ	86001
112-01-015C, 116-04-005, 112-01-015E	BNSF RAILWAY COMPANY	P O BOX 961089		FORT WORTH	TX	76161-0089
116-04-033, 116-04-032	BOYER RC & PM TRUST DTD 10/9/98 ; 1145 WEST KAIBAB LANE LLC	1160 KAIBAB LN PO BOX 1608		FLAGSTAFF	AZ	86001
112-62-036	BROCKIE MILLIE	2946 S TEX LANE		TUBA CITY	AZ	86045
112-62-060	BROWN YAZZIE MARKS	3010 S SURREY LN		FLAGSTAFF	AZ	86001
112-33-054	BURNS TERRY WAYNE	7065 W ELECTRA LN		FLAGSTAFF	AZ	86001
112-62-057	CAREFREE CENTRAL LLC	2939 S PEPITA DR		PEORIA	AZ	85383
112-62-014	CARTER CODY J			FLAGSTAFF	AZ	86001
112-62-056	CHARLES R BIGELOW MD PC PROFIT SHARING PLAN	9875 E MANLEY LN		CORNVILLE	AZ	86325
112-62-473C, 102-15-001, 112-01-002, 116-04-001J, 112-01-001D, 112-01-001E	CITY OF FLAGSTAFF	211 WEST ASPEN		FLAGSTAFF	AZ	86001
112-62-034	CONGER NORMAN & MARGARET M	2923 W PRESIDIO DR		FLAGSTAFF	AZ	86001
112-62-007	COX GREGORY S & SONDRAL	1128 AMY DR		ALLEN	TX	75013
112-33-053	COX KENT W & ADRIENNE C REVOCABLE FAMILY LIVING TRUST DTD 1-18-11	1810 RIM RD		LAKESIDE	AZ	85929
112-33-052	CUTRIGHT WARREN J & RUTH A	3075 SURREY LN		FLAGSTAFF	AZ	86001
112-62-004	DAVIS ROBERT A & KAREN SUE	24251 W ENGLISH ROSE		VALENCIA	CA	91354
112-62-070	DECKER FRANCIS P & DEBORAH	23205 COSO		MISSION VIEJO	CA	92692
116-04-024	DRY LAKE RANCH LLC	10800 E PLATEAU		CORNVILLE	AZ	86325
112-62-072	EVANS JASON & JENNIFER	2921 S CAMEL DRIVE		FLAGSTAFF	AZ	86001

116-04-013G	FLAG RANCH/66 LLC	10645 N TATUM BLVD	STE 200-PMB 605	PHOENIX	AZ	85028
116-04-013A	FLAGSTAFF RANCH SELF-STORAGE LLC	1425 W FOREST MEADOWS ST		FLAGSTAFF	AZ	86001
112-62-017	FRIEDMAN JARED D	1919 WALDMAN AVE		LAS VEGAS	NV	89102
116-04-006,						
116-04-041	GOSCH FAMILY LIVING TRUST	4392 W ROUTE 66		FLAGSTAFF	AZ	86001
112-62-064	GRAYSON LLC	3543 S 157TH WAY		GILBERT	AZ	85297
112-62-030,						
112-62-013	HAMMER JOSEPH & SARAH	2935 S PEPITA DR		FLAGSTAFF	AZ	86001
112-62-008	HAMREN CAL & ELLYN A	20735 N 62ND DR		GLENDALE	AZ	85308
112-01-003B,						
112-01-003A	HELIN BUILDING LLC (THE)	1800 N HEREFORD DR		FLAGSTAFF	AZ	86001
112-62-055	HILLEND JOHN D & EMMA A	2922 S TEX LN		FLAGSTAFF	AZ	86001
116-04-023	HINDERLITER TIM	2082 W TOBOGGAN CT		FLAGSTAFF	AZ	86001
112-62-050	JAHN FAMILY LIVING TRUST DTD 10/20/14	536 E AMES PLACE		PHOENIX	AZ	85004
112-62-019	KF INVESTMENTS LLC	2020 N RIO DE FLAG DR		FLAGSTAFF	AZ	86001
112-01-019	LANDMARC CAPITAL & INVESTMENT COMPANY	14555 N SCOTTSDALE RD STE 340		SCOTTSDALE	AZ	85254
112-62-006	LETVIN MARLENE J	2904 PAZ DE AVENIDA		FLAGSTAFF	AZ	86001
116-04-002A	LINDHOLM ROBERT LEE	PO BOX 92794		AUSTIN	TX	78709
112-62-035	LUCERO GREGORY A & NICHOLE M	2927 W PRESIDIO DR		FLAGSTAFF	AZ	86001
116-04-018,						
116-04-019,						
116-04-026,						
116-04-028,						
116-04-025,						
116-04-027,						
116-04-029,						
116-04-030	LUKE INVESTORS PARTNERSHIP	PO BOX 10775		PHOENIX	AZ	85064
112-62-059	LUTTINEN TREVOR A	2942 S TEX LN		FLAGSTAFF	AZ	86001
112-62-048,						
112-62-040	MAJESTIC PRESIDIO LLC	107 DOGWOOD LN		PITTSBURGH	PA	15238
112-62-065	MARTUSCIELLO MARIO & MANDEE	2953 CAMEL DR		FLAGSTAFF	AZ	86001
112-62-067	MCDOWELL DANIEL G	1005 FOOTHILL DR		SALT LAKE CITY	UT	84108
112-62-183,						
112-62-022	MIRAMAR VENTURES LLC	PO BOX 31597		TUCSON	AZ	85751

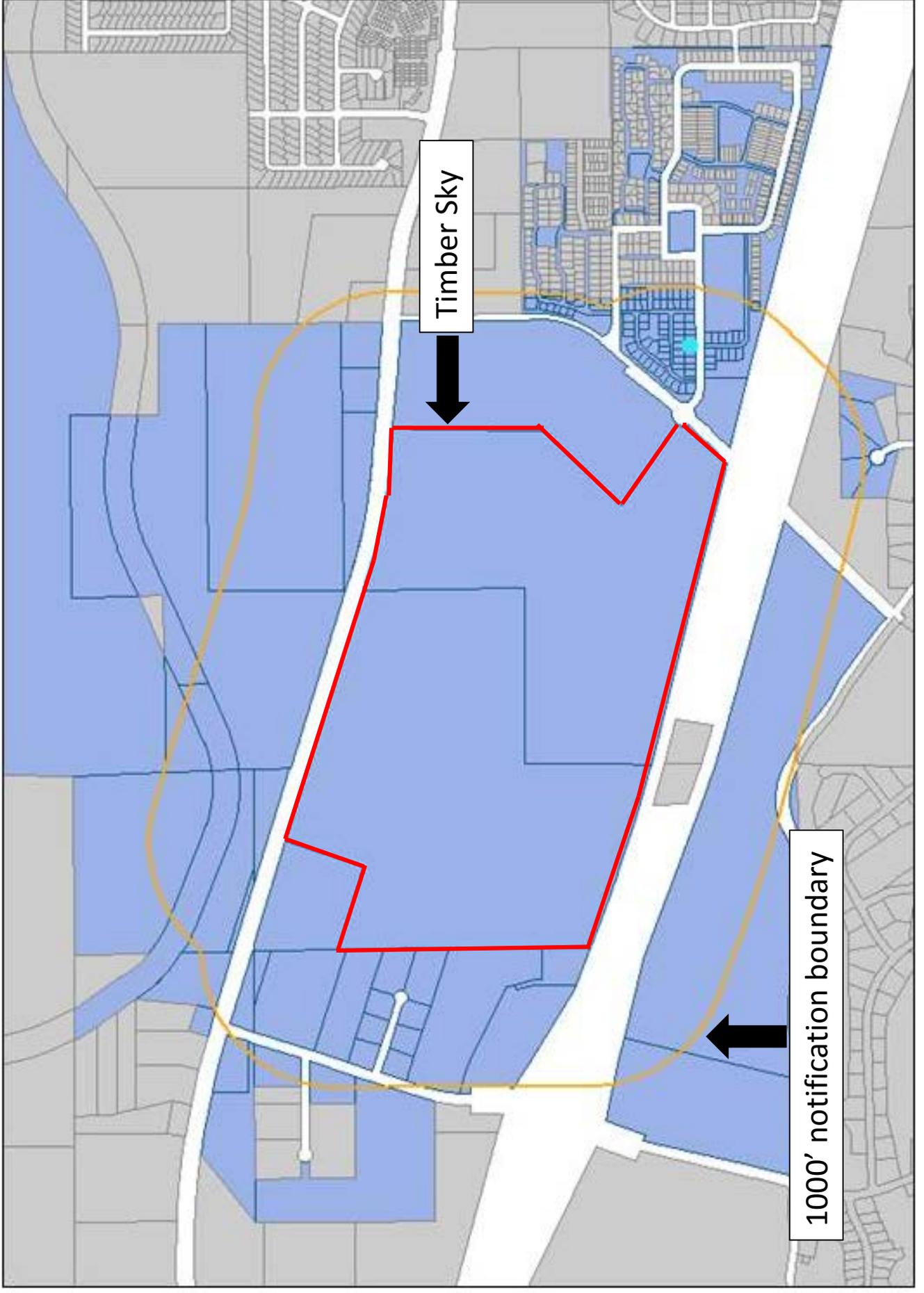
112-62-003, 112-62-229A, 112-62-210A, 112-62-208A, 112-62-471, 112-62-483, 112-62-074, 112-62-203, 112-62-207, 112-62-205, 112-62-206, 112-62-204, 112-62-228, 112-62-045, 112-62-046, 112-62-052, 112-62-044, 112-62-053, 112-62-051, 112-62-246, 112-62-247, 112-62-024, 112-62-025, 112-62-041,	MIRAMONTE PRESIDIO LLC	4578 N 1ST AVE NO 160	TUCSON	AZ	85718
112-62-069	MISIOREK DANIEL A	2937 S CAMEL DR	FLAGSTAFF	AZ	86001
116-04-015	MONGINI HOUSE I ; LION RESOURCES LLC	PO BOX 265	COTTONWOOD	AZ	86326
112-62-009	MORGAN JOHN L & DONNA M	2919 S PEPITA DR	FLAGSTAFF	AZ	86001
112-62-018	MORLEY SUSAN	3216 S GILLENWATER DR	FLAGSTAFF	AZ	86001
112-62-001	MORRISON WILLIAM G & JANET E	1442 E HERMOSE VISTA CIRCLE	MESA	AZ	85203
112-62-063	NAIK ALOK K	2958 S TEX LN	FLAGSTAFF	AZ	86001
112-62-032	No Owner listed at County				
112-62-026	NOYCE JODIE L	2901 W PAZ DE AVENIDA	FLAGSTAFF	AZ	86001
116-04-042	OTTER HAROLD	4410 W ROUTE 66	FLAGSTAFF	AZ	86001
112-62-049	OTZEN LINDA	2910 S PEPITA DR	FLAGSTAFF	AZ	86001
112-62-012	OVERTON KIMBERLY A	2931 S PEPITA DR	FLAGSTAFF	AZ	86001
112-62-033	PERTEA GHEORGHE & MONICA	2919 W PRESIDIO DR	FLAGSTAFF	AZ	86001
112-33-055	PETRICCI JOSEPH P AND JANICE M	3070 S SURREY LN	FLAGSTAFF	AZ	86005

112-62-433, 112-62-434, 112-62-043, 112-62-047, 112-62-042	PRESIDIO FINANCIAL LLC	20525 E CHANDLER HEIGHTS DR			QUEEN CREEK	AZ	85142
112-62-473B	PRESIDIO IN THE PINES HOMEOWNER'S ASSOC INC	323 S. RIVER RUN RD STE 1			FLAGSTAFF	AZ	86001
112-62-038, 112-62-037, 112-62-039	RAPER GARY R	3416 N 4TH ST			FLAGSTAFF	AZ	86004
112-62-073	ROBBINS JOHN E & ANGELA R	2917 S CAMEL DR			FLAGSTAFF	AZ	86001
112-62-021	ROSENFELD RONALD B & TINA	126 PEACEABLE RIDGE RD			RIDGEFIELD	CT	6877
112-62-054	ROZELL TRUST DTD 12/1/11	6322 W MEGAN ST			CHANDLER	AZ	85226
116-04-016	SCHMIEDER JOE & NANCY	3230 N SHOWDOWN PL			TUCSON	AZ	85749
112-62-011	SHAY ROLAND L	2927 S PEPITA DR			FLAGSTAFF	AZ	86001
112-62-005	SHERMAN KATHERINE E	2908 W PAZ DE AVENIDA			FLAGSTAFF	AZ	86001
112-62-029	SIEG MATTHEW & ANTONINA	2903 W PRESIDIO DR			FLAGSTAFF	AZ	86001
112-62-028	SMITH JEFFREY L	2899 W PRESIDIO DR			FLAGSTAFF	AZ	86001
112-62-002	SNIDE THOMAS K & MARIE G	2922 S PEPITA			FLAGSTAFF	AZ	86001
116-04-031	STARA INVESTMENTS LLC	302 N VERDE ST			FLAGSTAFF	AZ	86001
112-62-023	STROUT ERIN M	2913 W PAZ DE AVENIDA			FLAGSTAFF	AZ	86001
116-04-009	SWIRE PACIFIC HOLDINGS INC	12634 S 265 W			DRAPER	UT	84020
112-62-071	THOMAS MATTHEW	2925 S CAMEL DR			FLAGSTAFF	AZ	86001
112-62-058	THOMAS REVOCABLE TRUST DTD 5-16-06	2938 S TEX LN			FLAGSTAFF	AZ	86001
112-62-068	TRUEBLOOD SUSAN	1867 WAVERLAND CIR			MACON	GA	31211
112-62-027	TRUMPET HILL REVOCABLE LIVING TRUST DTD 4-18-14	18334 W DESERT TRUMPET RD			GOODYEAR	AZ	85338
112-62-031	VAN KAMPEN KOREY & AMANDA	2700 S WOODLANDS VILLAGE BLVD		STE 300-228	FLAGSTAFF	AZ	86001
112-62-061	VIJ NEERAJ & JENNIFER	3636 E SHOMI ST			PHOENIX	AZ	85044
116-04-007F, 112-34-001A	W L GORE & ASSOCIATES INC	PO BOX 2400			FLAGSTAFF	AZ	86003
116-04-003T	WASTE MANAGEMENT OF ARIZONA INC	PO BOX 1450			CHICAGO	IL	60690
112-62-020	ZAZUETA APRIL D	2925 W PAZ DE AVENIDA			FLAGSTAFF	AZ	86001
112-62-062	ZERGER ADAM S & SARA K	2954 S TEX LN			FLAGSTAFF	AZ	86001

Interested Parties

GROUP NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIPCODE
Friends of Flagstaff's Future	P.O. Box 23462		Flagstaff	AZ	86002
Northern Arizona Building Association	1500 East Cedar Avenue, Suite 86		Flagstaff	AZ	86004
Northern Arizona Association of Realtors	Jeffrey Herd	1515 East Cedar Avenue, Suite C-4	Flagstaff	AZ	86004
Tish Bogan-Ozmun	5271 Mt. Pleasant Drive		Flagstaff	AZ	86004
Marilyn Weissman	1055 East Apple Way		Flagstaff	AZ	86001
Maury Herman	Coast and Mountain Properties	3 North Leroux Street	Flagstaff	AZ	86001
Nat White	1120 North Rockridge Road		Flagstaff	AZ	86001
Charlie Silver	720 West Aspen Avenue		Flagstaff	AZ	86001
Flagstaff Ranch Property Owners Association	3850 South Lariat Loop		Flagstaff	AZ	86005
Equestrian Estates Homeowner Association	Carlos Mendez	2515 West Kiltie Lane	Flagstaff	AZ	86001

Exhibit B



Timber Sky

1000' notification boundary

Exhibit C

November 20, 2015

Recipient
Address
Address

Request: Zone change and conceptual plat for Timber Sky
Purpose: Conceptual plat for a master planned community and zone change from Rural Residential (RR) and General (G) to High Density Residential (HR), Medium Density Residential (MR), Single Family Residential (R1), Commercial Service (CS), and Public Open Space (POS).
Location: The south side of Route 66 and west of Woody Mountain Road in Flagstaff, Arizona
Size: Approximately 197 acres
Owner: VP 66 & Woody Mountain, LLC
Applicant: Vintage Partners, LLC
Walter Crutchfield
2502 East Camelback Road, Suite 214
Phoenix, AZ 85016
Phone: 602-459-9929
walter@vintagevp.com
Agent: Carolyn Oberholtzer, Esq.
Bergin, Frakes, Smalley & Oberholtzer, PLLC
4455 East Camelback Road, Suite A-205
Phoenix, AZ 85018
Phone: 602-888-7860
Fax: 602-888-7856
coberholtzer@bfsolaw.com

The applicant team will hold two neighborhood meetings:

Tuesday, December 8, 2015
6:00pm – 8:00pm
Kilted Cat (Thornager's)
2640 West Kiltie Lane
Flagstaff, AZ 86005

Monday, December 14, 2015
6:00pm – 8:00pm
Doubletree by Hilton Hotel
1175 W. Route 66
Flagstaff, AZ 86001

The format of each meeting will be open house style. Light refreshments will be served.

Map of Area



An application has been filed with the City of Flagstaff Planning and Development Services Department regarding the request above. This notice is being sent to you because property listed in your name is located within 600 feet of the site noted above. This notice is being sent to you to inform you of this application and to provide you with an opportunity to relay any questions, issues, or concerns regarding this application to the contact person listed in the top box of this page and/or attend the neighborhood meeting(s).

THIS IS NOT A NOTICE OF A PUBLIC HEARING WITH THE PLANNING COMMISSION. HOWEVER, YOU MAY RECEIVE SUCH A NOTICE AT A FUTURE DATE IF THE APPLICATION IS SCHEDULED FOR HEARING.

Exhibit D

**Notification of Neighborhood Meetings
for Timber Sky
A Proposed Master Planned Community**

Location of Meetings:
Tuesday, December 8th, 6 PM - 8 PM
Kilted Cat (Thormager's),
2640 West Kiltie Lane, Flagstaff

Monday, December 14th, 6 PM - 8 PM
Doubletree by Hilton Hotel,
1175 West Route 66, Flagstaff

Purpose of Meeting: Inform property neighbors of the proposed Timber Sky development that requires a zoning amendment.

Current Zoning: RR (Rural residential) and G (General)

Proposed Zoning: HR (High Density Residential), MR (Medium Density Residential), R1 (Single Family Residential), CS (Commercial Service) and POS (Public Open Space)



Exhibit E

December 30, 2015

Recipient

Address

Address

Due to inclement weather, the neighborhood meeting for the Timber Sky master planned community (located on the south side of Route 66 and west of Woody Mountain Road) scheduled for December 14, 2015, was cancelled. The development team is dedicated to giving everyone the opportunity to learn about Timber Sky and has rescheduled the meeting for:

Monday, January 11, 2016
6:00pm-8:00pm
Doubletree by Hilton Hotel
1175 West Route 66, Flagstaff

The format for this meeting will be open house style, the same as the previously planned meeting. The development team will have project boards throughout the meeting room and will be available to answer any questions and receive input. Because the meeting is an open house, please feel free to come at the time most convenient for you.

If you are unable to attend the meeting, but have questions or comments, please contact:

Walter Crutchfield
Vintage Partners, LLC
2502 East Camelback Road, Suite 214
Phoenix, AZ 85016
602-459-9929
Walter@vintagevp.com

Carolyn Oberholtzer, Esq.
Bergin, Frakes, Smalley & Oberholtzer, PLLC
4455 East Camelback Road, Suite A-205
Phoenix, AZ 85018
602-888-7860
COberholtzer@BFSOLaw.com

Thank you and we look forward to seeing you at the upcoming meeting.

Exhibit F



**Notification of Neighborhood Meetings
for Timber Sky**

A Proposed Master Planned Community

Location of Meetings:
Tuesday, December 8th, 6 PM - 8 PM
Kilted Cat (Thornager's),
2640 West Kiltie Lane, Flagstaff

Monday, January 11th, 6 PM - 8 PM
Doubletree by Hilton Hotel,
1175 West Route 66, Flagstaff

Purpose of Meeting: Inform property neighbors of the proposed Timber Sky development that requires a zoning amendment.

Current Zoning: RR (Rural residential) and G (General)

Proposed Zoning: HR (High Density Residential), MR (Medium Density Residential), R1 (Single Family Residential), CS (Commercial Service) and POS (Public Open Space)

Exhibit G

Neighborhood Meeting Sign-In Sheet

Vintage Partners – Timber Sky
 Zone Change and Conceptual Plat for Timber Sky
 Neighborhood Meeting – Tuesday, December 8, 2015 @ 6:00 PM

Kilted Kat (Thornager's)
 2640 W Kiltie Ln, Flagstaff, AZ 86005

	Name	Address	City & Zip Code	E-Mail/Phone
1.	STEVE CHUNG	1220 JAC HWY SAN DIEGO, CA 92132	SAN DIEGO 92132	STEVE.V.CHURBENTAY@aol 619-532-4268
2.	Ken & Marie Swick	2922 S. Popata Dr. Flag	Flagstaff, AZ	Kenswicks@gmail.com 602-790-9626
3.	Bruce Smith	2828 W. Rf. WC Flagstaff AZ	86001	—
4.	Ken & Sue Berkhoff	6895 N Greene Ln 86001	86001	Ken Berkhoff CP@gmail.com .com
5.	Tom Buggess	3572 S. Cheryl Flag AZ	86001	
6.	Gabe Smith	9185 Solar Rd Flagstaff AZ	86004	gs@kinneyconstruction.net
7.	Vaughn Peterson	2335 W. Kiltie Ln. Flagstaff, AZ	86005	Vaughnntammy@msn.com
8.	SEANA GIARDINI	2375 W KILTIE LN	86005	ROSENGINERD@HOTMAIL.COM
9.	Carla Rochin	2903 S Popata Dr	01	carla.rochin@gmail.com
10.	JOHN LOCKOW	1843 W. HEAVENLY CT ARIZONA SURVEYING, INC	01	John.Lockow@ArizonaSurveying.com

Neighborhood Meeting Sign-In Sheet

Vintage Partners – Timber Sky
 Zone Change and Conceptual Plat for Timber Sky
 Neighborhood Meeting – Tuesday, December 8, 2015 @ 6:00 PM

Kilted Kat (Thornager's)
 2640 W Kiltie Ln, Flagstaff, AZ 86005

Name	Address	City & Zip Code	Phone/E-Mail
DAVID HULSE	1220 PACIFIC HWY SAN DIEGO, CA		760 554 3275 david.s.hulse@mary.mil
CHRIS LUGENBUHL			
SUSANNA MAXWELL + Barry Katz	3340 S. Skyway	Flag 86005	
Susan Thurmond	2411 W. ...	Flagstaff	
Linda Otzen	2910 S. Pepita Dr	Flagstaff 86001	928856 sralydia@gmail.com
John Hillend	2922 S. Tex Ln	Flagstaff 86001	parschehill@outlook.com
John Hill	3405 South Skyway	Flagstaff 86005	jfishermusic@aol.com
RICH BOWEN	4055 E. SKYWAY	FLG 86004	
Donna + John Morgan	2919 S. Pepita Dr	Flg 86001	morganj556@yahoo.com
Karen Sorensen	2640 W Kiltie	Flg 86005	

Neighborhood Meeting Sign-In Sheet

Vintage Partners – Timber Sky
 Zone Change and Conceptual Plat for Timber Sky
 Neighborhood Meeting – Tuesday, December 8, 2015 @ 6:00 PM

Kilted Kat (Thornager's)
 2640 W Kiltie Ln, Flagstaff, AZ 86005

Name	Address	City & Zip Code	Phone/E-Mail
Nat White	1120 W. Rockbridge Rd	86001 Flagstaff	white@lowell.edu
Tish Bogan-Ozmun	5271 Mt. Pleasant	Flagstaff 86004	tishflagstaff@gmail.com
Bob Mason	Flagstaff	86005	R. Mason at NPA Center, Co
Sonnie Cox	2900 Sycamore	86001	
TED REED	P.O. BOX 565	FLAGSTAFF, AZ 86002	928-699-6336

Exhibit H

Neighborhood Meeting Sign-In Sheet

Vintage Partners – Timber Sky
 Zone Change and Conceptual Plat for Timber Sky
 Neighborhood Meeting – Monday, January 11, 2016 @ 6:00 PM

DoubleTree by Hilton Flagstaff
 1175 W Route 66, Flagstaff, AZ 86001

	Name	Address	City & Zip Code	E-Mail/Phone
1.	ED VAN BROEK		928-713-4495	928-713-4495
2.	David R. Wilcox	1440 W. Skullenbrigo Flagstaff 86005		itinerantscholar1@gmail.com 928-774-1985
3.	SCOTT DURBAY	2018 S. TOM RANGH WAY FLAGSTAFF	86001	
4.	Mike Mongini	302 N. Verdesh Flagstaff, AZ	86001	mem@H2M2Law.com
5.	Charity Lee	City of Flagstaff		cllee@Flagstaffaz.gov
6.	Jody + Dale Hoskins	2955 W. Kiltie Flag, AZ 86005 →		jodyhoskins2000@yahoo
7.	Tom + Melanie Gosch	4392 West Route 66 Flagstaff, AZ 86001	86001	mtstoneworks@gmail.com
8.	Harold Otter	4410 West Route 66 Flagstaff, AZ 86001	86001	
9.	Tish Bogan-Opku	5271 Mt. Pleasant Flagstaff	86004	tishflagstaff@gmail.com
10.	John + Pamela Ott	4440 W Braded Rein FLG	86005	

Neighborhood Meeting Sign-In Sheet

Vintage Partners – Timber Sky
 Zone Change and Conceptual Plat for Timber Sky
 Neighborhood Meeting – Monday, January 11, 2016 @ 6:00 PM

DoubleTree by Hilton Flagstaff
 1175 W Route 66, Flagstaff, AZ 86001

	Name	Address	City & Zip Code	E-Mail/Phone
11.	Nancy Helin	1800 N Heyford Dr 86001 (2800 W Rt 66)	Flagstaff AZ 86001	
12.	Hannah Griscom	3500 Lake Mary Rd.	Flagstaff, AZ 86005	hgriscom@azgfd.gov
13.	SAT BEST	3935 N. PARADISE RD 86004		BEST81@OUTLOOK.COM
14.				
15.				
16.				
17.				
18.				
19.				
20.				

Exhibit I

From: Nat White [<mailto:white@lowell.edu>]
Sent: Monday, January 04, 2016 9:32 AM
To: Carolyn K. Oberholtzer
Subject: Re: 12/14 Timber Sky Neighborhood Meeting

Carolyn,

My suggestion is to move the higher density closer to the Woody Mt/66 intersection and widen the game way per game and fish suggestions. The closer high density is to town the better.

Nat

On 12/14/2015 9:49 AM, Carolyn K. Oberholtzer wrote:
Nat,

Thank you for attending last week's neighborhood meeting regarding the Timber Sky project. I wanted to personally let you know that due to today's weather conditions, we are cancelling tonight's neighborhood meeting and postponing until January. Please let me know if you have any questions- you heard it from the horse's mouth/email ☺

Hope you have a happy and safe holiday season!

Carolyn Oberholtzer
Bergin, Frakes, Smalley & Oberholtzer, PLLC
4455 East Camelback Road, Suite A-205
Phoenix, Arizona 85018
Direct: 602.888.7860
Cell: 602.300.2560
Fax: 602.888.7856

B | F | S | O

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Exhibit J

From: Walter Crutchfield <walter@vintagevp.com>
Date: Wed, 13 Jan 2016 10:16:34 -0700
To: Tina Sieg <tina.sieg@mvpeds.com>
Subject: Re: Comments for Timber Sky Development Team

Tina

Thanks for forwarding your concerns. I was looking forward to seeing you at the neighborhood meeting but I am not sure you were there.

In terms of your comments I believe we have exceeded your expectations of the trail system and its connections both internally and to the FUTS trail system as well as the Flagstaff urban loop. I will put together some materials that detail this so you can review and comment further.

The goal at Timber Sky is to "create the finest dark skies compliant master planned community in Arizona". We have designed this community with Flagstaff residents in mind. The amenities are outdoor, athletic, affordable and accessible. For example, we have multiple trail systems, we will work to bring the bike lane all the way out to the project, we are working with NAIPTA to bring a bus terminal so that every resident has the choice to walk to the terminal and leave their car at home. The main community area focuses on Dog Parks, Community gardens and athletic pursuits that don't have the barrier to entry like golf (cost). We have also made plans to allow wildlife to move through the development and generally created an outdoor focus that is oriented toward day time use. I don't think a project like Timber Sky has been conceived or built in Flagstaff. It is certainly a lot of new ground for us.

If you would like to discuss any of this please consider us here to serve you.

Walter



Walter Crutchfield

[o] 602 459 9929
[c] 480 231 0814
[w] vintagevp.com

Biltmore Fashion Park
2502 E Camelback Rd Suite 214
Phoenix, Arizona 85016

From: Tina Sieg <tina.sieg@mvpeds.com>
Date: Mon, 11 Jan 2016 19:27:53 +0000
To: Walter Crutchfield <walter@vintagevp.com>
Subject: Comments for Timber Sky Development Team

To whom it may concern,

My family lives within Presidio in The Pines and enjoy all that Flagstaff Arizona and our subdivision offers. However, in order to create a harmonious flow between your proposed community and our existing plan, we have this submission for the development team.

1. Pair new single family residences with existing single family residences in adjacent subdivisions.
2. Connect subdivision pathways and sidewalks to the urban trail system.

3. Consider single track sidewalks for new secondary trails to connect adjacent subdivisions as desirable and inexpensive alternative to paved sidewalks.
4. Consider regional trail connections that share utility corridors.
5. Developers participate in as trail stakeholders with trail managers and other stakeholders.

Thank you for taking the time to read and consider the proposals above.

Tina, Matt and Maddie Sieg
Presidio In the Pines Homeowners

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Exhibit K

From: Hannah Griscom <HGriscom@azgfd.gov>
Date: February 17, 2016 at 11:50:14 AM MST
To: "walter@vintagevp.com" <walter@vintagevp.com>
Cc: "Tish Bogan-Ozmun (tishflagstaff@gmail.com)" <tishflagstaff@gmail.com>
Subject: Timber Sky wildlife recommendations

Dear Walter Crutchfield,

It was nice to meet you at the Timber Sky Open House meeting on January 11th, 2011 in Flagstaff. Thank you for the opportunity to provide input on the proposed development project. After seeing the preliminary plan for Timber Sky, the suggestions below represent my thoughts on how to maximize the value of the development for the ongoing use of wildlife and the enjoyment of such by residents. Tish Bogan-Ozmun of Flagstaff's Conservation Study Forum has asked me to copy her on this email so I have done so.

Open Space Corridor

I commend the set aside of open space/FUTS trail along the drainage that runs SW to N through the property. This will yield benefits to residents and wildlife alike. Maintaining as many existing trees in and adjacent to this open space corridor will foster wildlife use and help maintain the hydrologic integrity of the channel. The current proposed width of this corridor is 100m. Although this is a standard used in developments in the City, I have heard from many residents that it is not enough to encourage elk and deer to continue to move through the area. Unfortunately, the Department has not developed firm guidelines in this area, and all I can say is "the wider and the more cover, the better" if a goal is to encourage continued wildlife use. I also applaud setting aside the rocky outcrop area on the eastern part of the property as open space. Many rock outcrops in the Flagstaff area are associated with rare plants and provide important habitat for small wildlife.

Fencing Standards

Many fences prevent wildlife movement, and in some cases, can entangle wildlife. If the ongoing use of wildlife is an objective of this development, I would recommend establishing fencing guidelines in the CCNRs that follow wildlife friendly design standards (1). I would be happy to provide more specific guidance if desired, however in many subdivisions passed in the County recently, the idea of having no fencing, or wildlife-friendly fencing on the periphery of the development with small wildlife-exclusion fences for inner yards has gained traction. Minimizing fencing along the open space corridor/FUTS corridor is especially important. In contrast, I would recommend a fence that EXCLUDES wildlife along I-40. This will help reduce road kill and "funnel" wildlife to Flagstaff Ranch or Woody Mountain Roads where they have a better chance of surviving.

Possible Route 66 Underpass

We briefly discussed the possibility of creating an underpass where the FUTS trail crosses Route 66. If this comes to pass, it would be beneficial to wildlife and I could work more with you on design specifications that would encourage most wildlife to use it, thus reducing wildlife collisions with vehicles on Route 66(a problem in Flagstaff).

Stormwater

I recognize that the open space corridor is also designed to process stormwater that comes off lots in the development. I would recommend that innovative Low Impact Development designs are used on

EACH lot and road to minimize runoff before it reaches this main drainage. These steps will minimize soil erosion as well as reduce pollution and degradation of the waterway.

Maintaining Native Vegetation

As much as possible, I recommend leaving the native cover on site throughout the design and building processes. As you probably know, weeds can easily infest disturbed ground and be expensive and difficult to control. There are other benefits in maximizing cover of existing and native plants; they provide better habitat for wildlife and consume less water than most cultivars.

Dark Skies

I am pleased to hear that you are working diligently with the Naval Observatory on dark sky standards as these will yield rewards for wildlife use in the area as well.

(1). http://www.azgfd.gov/hgis/documents/110125_AGFD_fencing_guidelines.pdf

Thank you again for the opportunity to comment and do not hesitate to contact me if I can be of help moving forward,

Hannah Griscom
Urban Wildlife Planner
Arizona Game and Fish Department
3500 S. Lake Mary Rd.
Flagstaff, AZ 86005
email: hgriscom@azgfd.gov
phone: 928-214-1252



TIMBER SKY

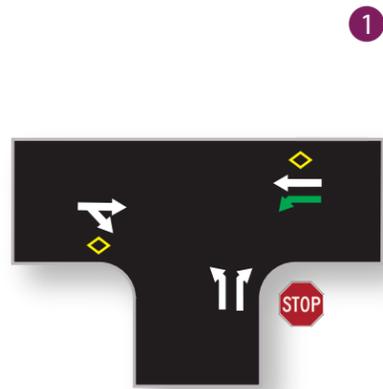
LIGHTING MITIGATION STANDARDS

- 1) The purpose of these standards is to establish a set of mitigation strategies to be incorporated into the Codes, Covenants & Restrictions (CC&Rs) for the Timber Sky Development with significant thresholds required to revise these standards. The Intent of these standards is that all private development within the project will not only meet the City of Flagstaff lighting code but will exceed them. The Pre-Annexation Development Agreement between the developers of Timber Sky and the City of Flagstaff will include these mitigation strategies as requirements of the CC&Rs. For the term of the Development Agreement, the Timber Sky developers will not initiate any lighting-related amendment without the inclusion of the U.S. Naval Observatory Flagstaff Station in the discussion. In connection with the project platting, the CC&Rs will be recorded against the property to pick up any gap between the application of the Development Agreement and the CC&Rs, and the CC&Rs will have special amendment criteria limiting the future homeowners' association's ability to process amendments related to these standards such that amendments to the lighting mitigation standards will require approval by the City of Flagstaff City Council.
- 2) Section 1—50.70.030 E. Public Rights-of-Way Exempt, of the City of Flagstaff Outdoor Lighting Standards contained in Division 10-50.70 of the City code states *“The provisions of this Division shall not apply to streetlights installed in public rights-of-way.”* The developers of Timber Sky, the City of Flagstaff (City) and the U.S Naval Observatory Flagstaff Station (NOFS) all agree that measures to limit and or reduce the light output of the streetlights and pedestrian lighting used to illuminate public rights-of-way in Zone 1 including those within the Timber Sky development beyond the City's current standards is not the responsibility of the Timber Sky Development nor should revising these standards be a condition of zoning approval. The developers of Timber Sky commit to work hand in hand with the City and NOFS to develop revised standards for lighting of the streetlights and pedestrian lighting used to illuminate public rights-of-way going forward, and will incorporate the revised standards into the design of said lighting at the City's request.
- 3) Lighting for each single family home developed within the R1, MR and HR zoning categories will be limited to a total of 1350 externally installed lumens, whether attached to the dwelling structure or installed elsewhere on the lot. This limit can be exceeded with the use of motion sensors on fixtures such that the non-motion sensor light fixtures do not exceed the 1350 lumens limit. These additional limits should no way be interpreted to allow the current limits set forth in the City of Flagstaff lighting code be exceeded for multi-family residential development in the HR category.



TIMBER SKY

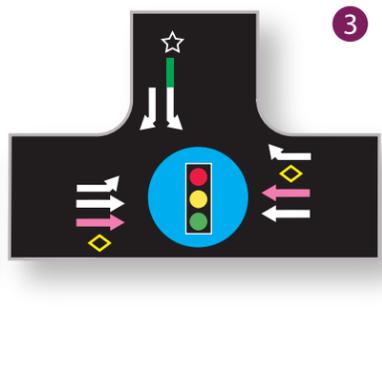
- 4) Exterior Lighting on single family and multi-family residential structures will be fully shielded fixtures to be installed under canopies or overhangs a minimum of five (5) feet from the nearest edge not attached to the structure. In situations where an overhang is not feasible or practical, a fully shielded fixture with motion sensor will be utilized.
- 5) All common area property owned or managed by the master homeowner's association, or one of the sub-associations within a residential block, will be limited to security lighting and lighted entry monuments. For purpose of applying the City of Flagstaff lighting code, lighted entry monuments will be considered Class 1 Lighting, and security lighting will be considered Class 2 Lighting. Care must be given to minimize lumens and to direct light downward or be completely shielded for these applications.
- 6) With the exception of lighting for single family residential, and lighting for multi-family residential that meets Section 4; all outdoor lighting will use "low-pressure sodium (LPS), narrow-spectrum amber LED, PC ("phosphor-converted") amber LED, or amber compact fluorescent or equivalent. An exception to this requirement will be for lighted entry monuments or other Class 1 lighting applications where color rendition is required.
- 7) Care should be given to selecting building colors and materials where external lighting will be installed to minimize reflectivity. Wall surfaces located below and within ten (10) feet laterally of any external light fixture will have a "light reflectance value" (LRV) of 15 or less.
- 8) For commercial development within Block 12, Table 10-50.70.050.D of the City's lighting code requires outdoor lighting in Zone 1 to be turned off at 9:00 pm or no later than 30 minutes after the business closes, whichever is later. For any lighting fixtures exempted from this requirement in the lighting code, motion sensors will be utilized after 9:00 pm.



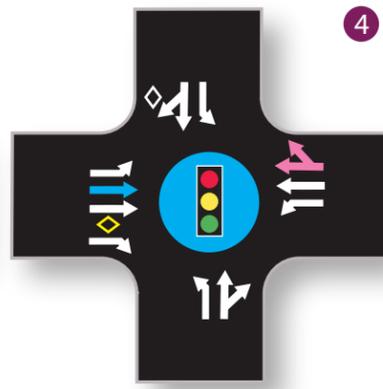
Flagstaff Ranch Rd & Route 66



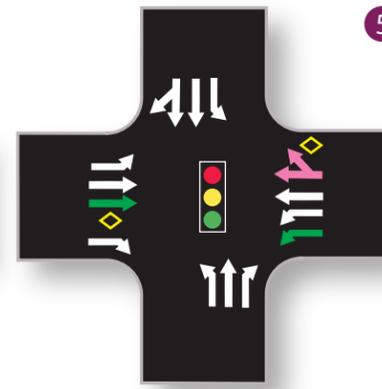
Woody Mountain Rd & Route 66



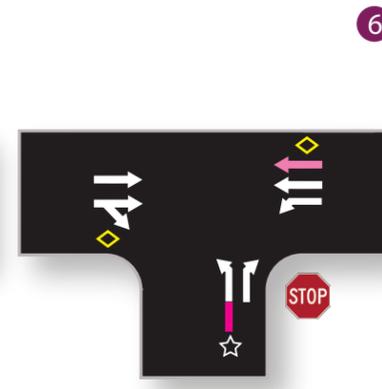
Railroad Spring Blvd & Route 66



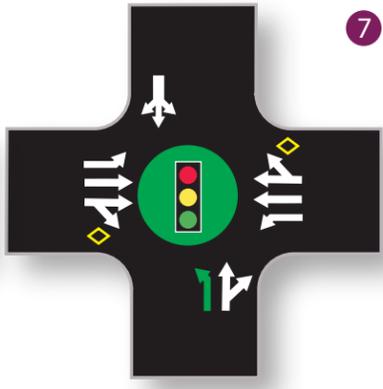
Thompson St & Route 66



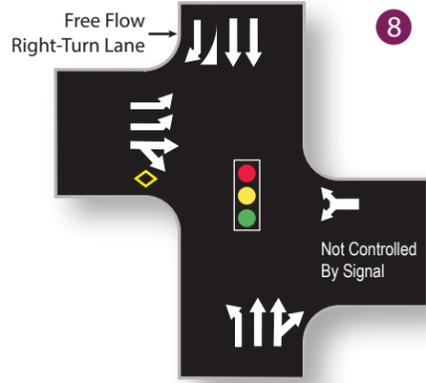
Woodlands Village Blvd & Route 66



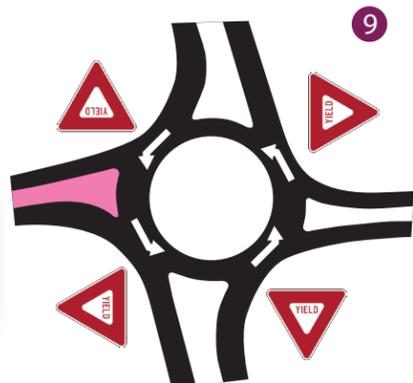
Yale St & Route 66



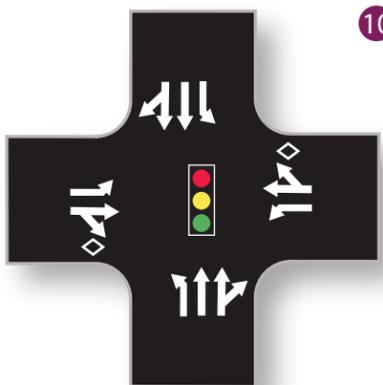
Riordan Rd & Route 66



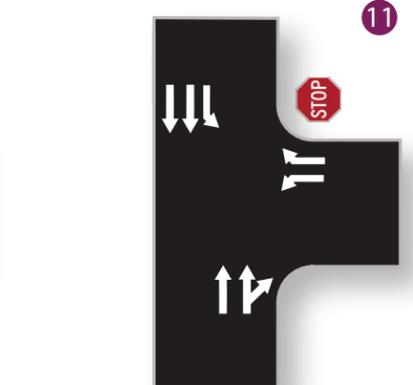
Milton Rd & Route 66



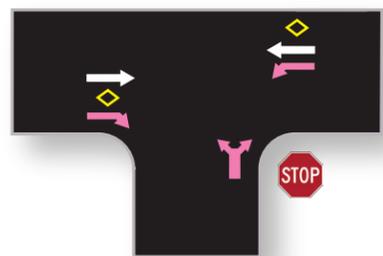
Woody Mountain Rd & Presidio Dr



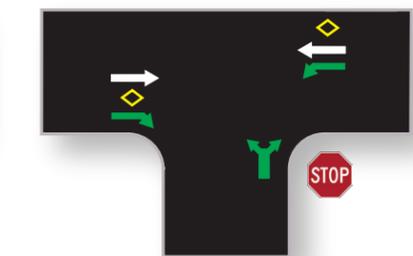
Woodlands Village Blvd & University Ave



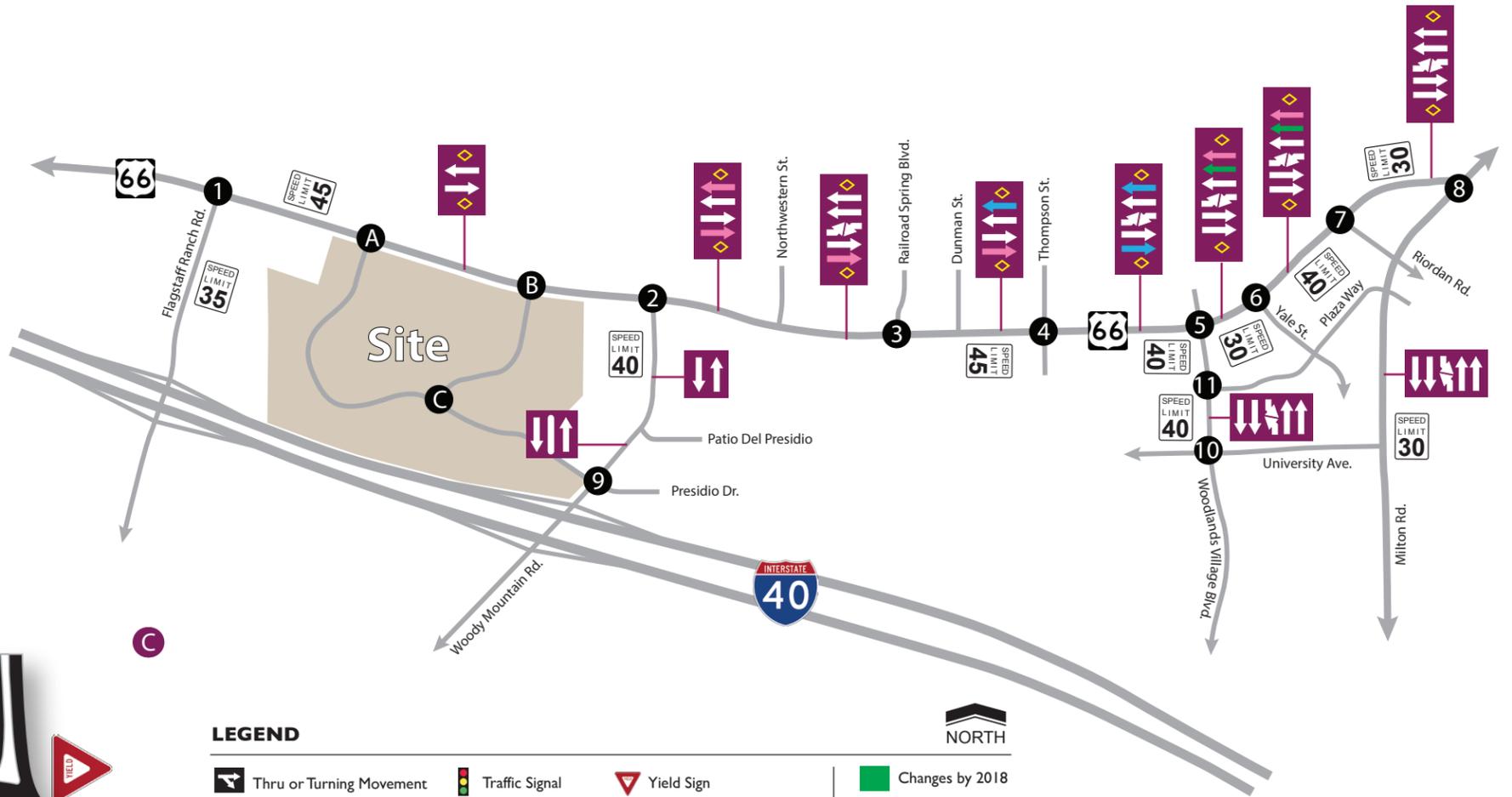
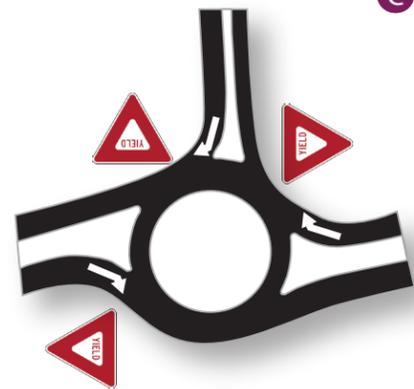
Woodlands Village Blvd & Plaza Way



Access A & Route 66



Access B & Route 66



LEGEND

- | | | | |
|--------------------------|--|-------------|-----------------|
| Thru or Turning Movement | Traffic Signal | Yield Sign | Changes by 2018 |
| Two-Way Left Turn-Lane | Stop Sign | Speed Limit | Changes by 2022 |
| Raised Median | Undesignated Bike Lane (or Unmarked Bike Lane) | | Changes by 2030 |
| Bike Lane | | | |
| Extended Queue | | | |



Exhibit A:
Proposed Improvements to Mitigate Traffic Impacts



Infrastructure Delivery and Operations

Douglas A. Ducey, Governor
John S. Halikowski, Director
Dallas Hammit, State Engineer
Steve Boschen, Division Director

September 9, 2016

Tiffany Antol, AICP, CFM
Planning Development Manager
City of Flagstaff
Community Development
211 West Aspen Avenue
Flagstaff, AZ 86001

Subject: Timber Sky

Dear Ms. Antol:

ADOT has reviewed the proportional share documents submitted by Vintage for the Timber Ski development in coordination with the approved TIA. The analysis done is acceptable to ADOT for our purposes. Thank you for your assistance in the working partnership between ADOT and the City.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nate Reisner', is written over a light blue horizontal line.

Nate Reisner, P.E.
Northcentral District Development Engineer
1801 S. Milton Road
Flagstaff, AZ 86001

CC:
Audra E. Merrick, P.E. – Northcentral District Engineer



TIMBER SKY

Proposed Improvements to address the impacts identified in the TIA

September 9, 2016

The approved Timber Sky Traffic Impact Analysis (TIA) dated June 23, 2016, was prepared by CivTech in support of the Rezoning and Preliminary Block Plat applications with the City of Flagstaff and a right-of-way encroachment permit with ADOT. Figure 19 of the Study identifies proposed improvements needed to address current deficiencies, the impacts of the Timber Sky project and the impact of other future growth in the area. Most of the recommended improvements involve Route 66 Right-of-Way (ROW) under ADOT's jurisdiction with City connecting roads.

The Traffic Study reflects that the current level of service on Route 66 between Woody Mountain Road and Milton Road is currently strained, even without the Timber Sky development and future growth. In discussions with ADOT we became aware of the opportunity for ADOT to utilize cash contributions from developers, whether they are on account with the City of Flagstaff already or yet to be made with City and ADOT funds to seek Federal aid funding for improvements to Route 66.

A chart has been prepared by CivTech as part of the approved TIA identifying each of the needed improvements along with the calculated Timber Sky proportional share of those improvements. CivTech has further estimated the costs of each of those improvements and added that information to the chart. See attached Proportional Share Spreadsheet. CivTech utilized historical ADOT unit costs and created conceptual design exhibits over an existing aerial image. Through this effort CivTech created a conceptual preliminary cost estimate placing the total cost for the related improvements at \$6,648,097. Applying the proportional share for Timber Sky, which averaged out to approximately 21% of the impacts, gave \$1,403,494 as the Timber Sky share of these costs.

The developers of Timber Sky recognize the difficulty in having multiple entities all trying to work together to fund the needed improvements and have therefore developed the following proposal to ADOT and the City as a way to address our impact to the Route 66 corridor transportation infrastructure off-site of the project.

1. Timber Sky will contribute \$1,500,000 total to Offsite Transportation related improvements identified in the approved TIA for the Route 66 corridor impacting both ADOT and City ROW. For the sake of this proposal, the cost for improvements on Route 66 immediately adjacent to the Timber Sky property, for the intersection of Flag Ranch Road in the County, and the Woodlands Village and University intersection in the City are not included in the term "Offsite Transportation related Improvement", and will be in addition to the \$1.5M contribution discussed herein. The offsite improvements immediately adjacent to Timber Sky have been listed in the approved TIA and will be required as part of the encroachment permit.
2. As part of its first phase of development, Timber Sky will make the following Offsite





TIMBER SKY

Transportation related improvements:

- Improve the Woodlands Village Blvd. & Route 66 Intersection:
 - To add dual left turn lanes in the west to south movement and provide for two thru lanes on Rte. 66 in each direction.
 - The existing eastbound Rte. 66 left turn lane, through lane, bike lane, and right turn lane will be converted into a left turn lane, through lane, through/right lane and a bike buffer.
 - The existing westbound right turn lane at Woodlands Village Blvd. on Rte. 66 will be converted to a thru-right.
 - The northbound Woodlands Village left turn lane / median will be modified to 250 to 300 feet of storage, final storage length to be worked out at final design.
 - Revise striping to extend westbound receiving lanes as feasible to be worked out during design.
- A second east bound lane will be added to Route 66 from Woodlands Village Blvd. and will connect to the existing improvements approximately 300 feet to the east of Woodlands Village Blvd. near the existing bus shelter, in front of the Radisson's Hotel. We will add a lane of pavement, to match adjacent improvements, along with curb, gutter and sidewalk. Where there is curb and gutter we will rebuild if it cannot be preserved; where there is shoulder and road side ditch we will add the necessary pavement drainage and underground storm drainage necessary to meet current ADOT guidelines and standards.
- A second westbound lane will be added on Route 66 between Pinnacle St. and Woodlands Village Blvd. We will add a lane of pavement, to match adjacent improvements, along with curb, gutter and sidewalk. Where there is curb and gutter we will rebuild if it cannot be preserved; where there is shoulder and road side ditch we will add the necessary pavement drainage and underground storm drainage necessary to meet current ADOT guidelines and standards.
- ADOT previously installed pull boxes and conduit for a future traffic signal at Woody Mountain and Route 66. Timber Sky will install the remaining underground infrastructure for the future signal which will likely include foundations for the equipment. ADOT will seek additional funding or projects to complete the traffic signal construction at the time Federal MUTCD warrants are met: this may include the utilization of ADOT signal maintenance funding and existing contributions made by other developments for the signal installation.
- New striping will be provided to eastbound Rt. 66 approaching Woodlands Village





TIMBER SKY

- Blvd. to convert the left turn lane, through lane, bike lane, and right turn lane into a left turn lane, through lane, through/right lane and a bike buffer
- New striping will be provided to westbound Rt. 66 to convert the right turn lane at Pinnacle St to a thru/right lane.
 - At the request of ADOT and the City, Timber Sky has agreed to add new curb, gutter and sidewalk along the south side of Rte. 66 across from the Pinnacle Street intersection to close an existing gap in these improvements.
 - All improvements shall be designed and constructed using current ADOT guidelines and standards.
 - The attached Proposal Plan sheets for the conceptual design for the proposed improvements and the attached cost spreadsheet are consistent with each other and were used to estimate the minimum transportation related improvements needed to address the traffic impacts identified in the approved TIA.
3. No Offsite Transportation related improvements or contributions will be made as part of the 2nd phase of the Timber Sky development, recognizing the financial burden Timber Sky has to develop a new well during phase 2 for the City that will cost over \$2M.
 4. As Part of the 3rd phase of development, Timber Sky will make a cash contribution to the City of Flagstaff in an amount equal to \$1,500,000 less what Timber Sky spent on the Offsite Transportation related improvements in Phase 1, if they were less than \$1.5M. This contribution will only be used to mitigate traffic congestion on Route 66 between Milton and the Timber Sky project. The City Development Agreement will require this contribution be paid in order to obtain final acceptance of the Phase 3 infrastructure improvements by the City of Flagstaff.
 5. The portion of Route 66 immediately adjacent to the Timber Sky project will be built to full half street improvements per ADOT and City standards as the agencies have decided, in phases 1 and 4 aligning with the connection of the internal collector roads to Route 66. Any transitions from one to two lanes will be handled per ADOT Roadway Design Guidelines and AASHTO Design Guidelines. If pavement widths will accommodate striping tapers then they may be used.
 6. At the time of the Phase 3 contribution, if federal funding sources are available, ADOT and/or the City may use the cash contribution to pursue a federally funded project to improve West Route 66. The project should address the anticipated traffic needs of the approved TIA utilizing funds contributed to the City by other developers, along with the Timber Sky contribution.
 7. Timber Sky will continue to work, in good faith, with the City to accommodate the future Woody Mountain / I-40 interchange. If an agreement cannot be made prior to platting





TIMBER SKY

Block 4 in Phase 3, the developer will notify ADOT of our intent to move forward with this Plat.

This proposal is based on the following guidelines and/or assumptions:

- No additional Right-of-Way is anticipated to be needed to make the Phase 1 improvements. If additional right of way is needed for an agreed upon improvement in Phase 1, Vintage and ADOT may need to renegotiate the terms of this agreement.
- The Timber Sky development will bear the full cost of the Phase 1 improvements without request for reimbursement from other benefitted landowners, the City or ADOT in general. These improvements will not be required to be procured through public procurement regulations.
- Any financial contributions already made to the City by other developers for the improvements being made in Phase 1 will be added to the cash available for future projects on Route 66 where the City is able.
- The improvements and contribution described herein constitute the full responsibility of the Timber Sky project relative to the impacts identified in the approved TIA,
- The transportation related improvements not adjacent to the Timber Sky project are limited to the cost of the Phase 1 improvements identified in this proposal or a total cost burden to the development of \$1.5M, whichever is greater. Any requests by the City or ADOT to enhance beyond ADOT standard specifications and guidelines and or increase the scope of what will be built in Phase 1 causing the project cost to be greater than \$1.5M, would need to be funded by other sources but not the developer of Timber Sky.
- This proposal assumes that The Standard or others will be making the needed improvements to the Riordan and Route 66 intersection. If those improvements are not made, it will not affect the responsibility of the Timber Sky project nor this agreement.
- The land use identified in the approved TIA; volume of traffic produced by the development; access requirements and phasing does not change the outcome of the approved TIA or negatively impact the corridor.

It is worth noting that the Timber Sky TIA was limited in the number of phases that ADOT would allow, resulting in the phase 3 and phase 4 improvements of Timber Sky both being analyzed together as the 2030 horizon year. Because of the nature of our proposal, we understand the timing of the 3rd phase contribution to a Federal aid project for Route 66 is critical to the agencies efforts to secure funding. Although the TIA places our 3rd phase in 2030, market conditions could dramatically shorten the time frame to bringing phase 3 to market. Based on a recent study of the current market, housing demand projections lead us to believe phase 3 may be needed as early as 2022. That could change in the case of a recession or other factors resulting in reduced demand for new housing in the Flagstaff market. If a





TIMBER SKY

reduced demand for housing causes our project to slow down, it will also be affecting other development in the area of Route 66 thereby delaying the needed improvements for the Route 66 improvements. For these reasons we have proposed to drive the timing of our contribution for phase 3 to the development of phase 3.

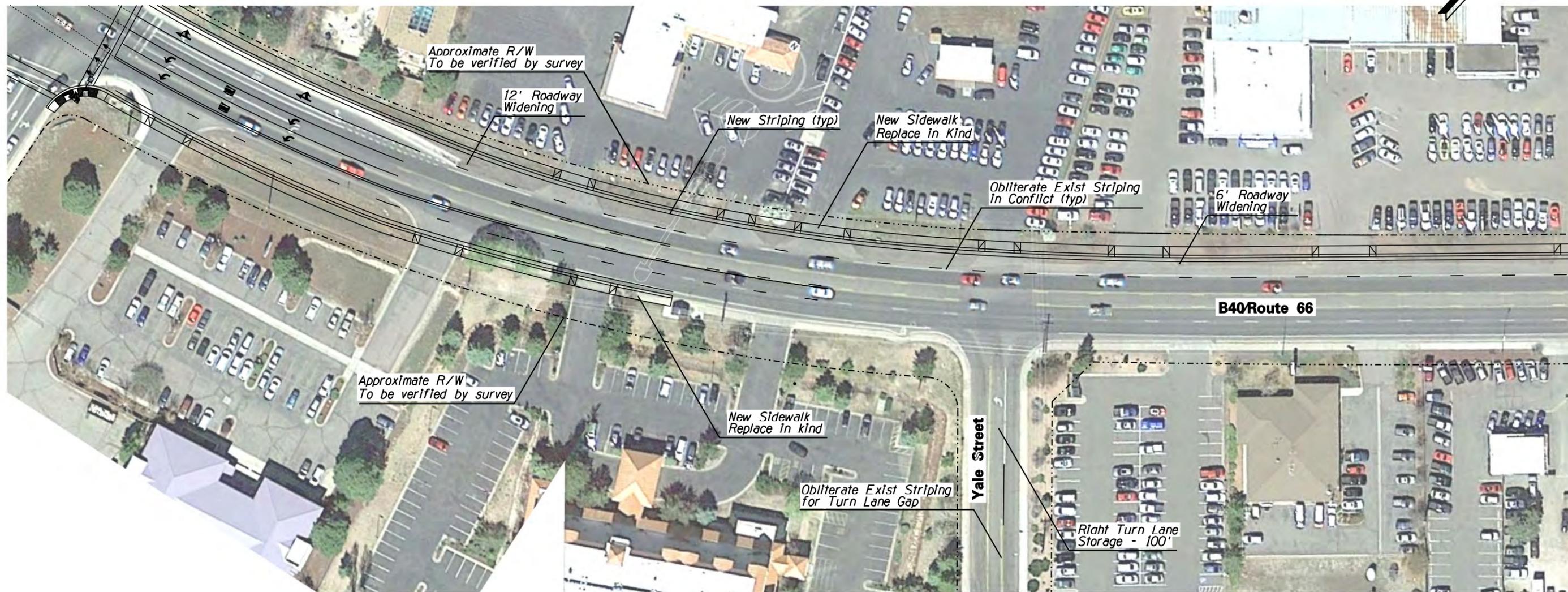
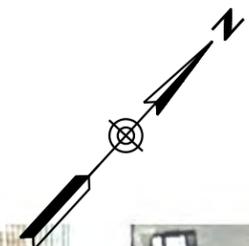




TIMBER SKY ROADWAY IMPROVEMENTS
 Intersection of Woodlands Village Boulevard and Route 66
 Flagstaff, Arizona

**PHASE 1
 ROADWAY DESIGN
 FIGURE 01**
 CONCEPTUAL
 SURVEY IS NEEDED FOR FINAL DESIGN

CivTech Inc.
 10605 N. Hayden Rd. Suite 140
 Scottsdale, AZ 85260
 480.659.4250 p
 480.659.0566 f
 info@civtech.com



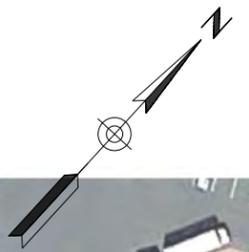
TIMBER SKY ROADWAY IMPROVEMENTS

Intersection of Yale Street and Route 66
Flagstaff, Arizona

**PHASE 1
ROADWAY DESIGN
FIGURE 02**
CONCEPTUAL
SURVEY IS NEEDED FOR FINAL DESIGN



CivTech Inc.
10605 N. Hayden Rd. 480.659.4250 p
Suite 140 480.659.0566 f
Scottsdale, AZ 85260 info@civtech.com



TIMBER SKY ROADWAY IMPROVEMENTS
 ROUTE-66, from Pinnacle Street to Riordan Road
 Flagstaff, Arizona

PHASE 1
ROADWAY DESIGN
FIGURE 03
 CONCEPTUAL
 SURVEY IS NEEDED FOR FINAL DESIGN

 **CivTech Inc.**
 10605 N. Hayden Rd. Suite 140
 Scottsdale, AZ 85260
 480.659.4250 p
 480.659.0566 f
 info@civtech.com



TIMBER SKY ROADWAY IMPROVEMENTS
 Intersection of Woody Mountain Road and Route 66
 Flagstaff, Arizona

**PHASE 1
 ROADWAY DESIGN
 FIGURE 04**
 CONCEPTUAL
 SURVEY IS NEEDED FOR FINAL DESIGN

CivTech Inc.
 10605 N. Hayden Rd. 480.659.4250 p
 Suite 140 480.659.0566 f
 Scottsdale, AZ 85260 info@civtech.com

Phase 1 Proposal								
2018	Proposed Improvement	Existing	Proposed	Prop Share Site/Total %	Prop share Site/Background %	Total Cost	Prop Share Site/Total Cost	Phase 1 Proposal
Intersections								
Access B	New EB right turn lane		200'	100%				
Access B	New WB left turn lane		305'	100%				
Woodlands & Route 66	New EB through lane			17.3%	20.9%	\$298,440	\$51,630	\$298,440
Woodlands & Route 66	New WB dual left turn lane		220'	17.3%	20.9%	\$240,723	\$41,645	\$240,723
Woodlands & Route 66	Extend NB left turn lane	100'	250'	17.3%	20.9%	\$44,993	\$7,784	\$44,993
Woodlands & Route 66	Extend SB left turn lane	70'	200'	17.3%	20.9%	\$8,639	\$1,495	\$8,639
Yale & Route 66	New WB through lane			16.6%	19.9%	\$96,289	\$15,984	\$96,289
Yale & Route 66 (2030)	Extend NB left turn lane	75'	100'	16.6%	19.9%	\$2,387	\$396	\$2,387
Woody Mtn & Route 66 (2022)	Underground & Foundations			35.8%	55.90%	\$44,100	\$15,788	\$44,100
Segments - Route 66								
Woodlands - Yale	New (2nd) WB lane ⁽¹⁾			16.2%	19.85%	\$72,217	\$11,699	\$72,217
Yale - Riordan	New (2nd) WB lane ⁽¹⁾			15.7%	19.75%	\$72,217	\$11,338	\$72,217
TOTAL						\$880,006	\$157,759	\$880,006
TOTAL WITH 3-YEAR UNIT RATE ESCALATION						\$923,127	\$165,490	\$923,127

(1) Improvement described as shown in Figure 19 of TIA

Improvements by Others								
2018	Proposed Improvement	Existing	Proposed	Prop Share Site/Total %	Prop share Site/Background %	Total Cost	Prop Share Site/Total Cost	
Intersections								
Woodlands & Route 66	Extend EB right turn lane	280'	495'	17.3%	20.9%	\$252,000	\$43,596	
Milton & Route 66	Extend SB right turn lane	110'	240'	8.5%	9.30%	\$162,000	\$13,770	
Riordan & Route 66	Stripe NB left turn lane		125'	16.4%	19.7%	\$23,250	\$3,813	
Riordan & Route 66	New signalization			16.4%	19.7%	\$1,288,000	\$211,232	
Riordan & Route 66	Stripe EB left turn lane	TWLTL	105'	16.4%	19.7%	\$23,250	\$3,813	
Riordan & Route 66	Stripe WB left turn lane	TWLTL	200'	16.4%	19.7%	\$23,250	\$3,813	
Railroad Springs & Route 66	New traffic signal			29.9%	42.7%	\$455,000	\$136,045	
Thompson & Route 66	New traffic signal			25.7%	34.5%	\$520,000	\$133,640	
Thompson & Route 66	Extend WB left turn lane	170'	345'	25.7%	34.5%	\$5,306	\$1,364	
Thompson & Route 66	Extend EB right turn lane	170'	495'	25.7%	34.5%	\$15,936	\$4,096	
TOTAL						\$2,767,992	\$555,181	
TOTAL WITH 3-YEAR UNIT RATE ESCALATION						\$2,903,624	\$582,386	

2022	Proposed Improvement	Existing	Proposed	Prop Share Site/Total %	Prop share Site/Background %	Total Cost	Prop Share Site/Total Cost	
Intersections								
Woody Mountain & Route 66	New traffic signal			35.8%	55.9%	\$396,900	\$142,090	
Thompson & Route 66	New EB through lane (Dedicated RTL Reconstructed)			25.7%	34.5%	\$99,761	\$25,639	
Woodlands & Route 66	Add 2nd NB left turn lane	100'	250'	17.3%	20.9%	\$188,993	\$32,696	
Milton & Route 66	Extend NB left turn lane	150'	265'	8.5%	9.3%	\$18,000	\$1,530	
Segments - Route 66								
Railroad Springs - Thompson	New (2nd) WB lane			28.6%	42.6%	\$65,569	\$18,753	
Thompson - Woodlands	New (2nd) EB lane			26.5%	34.4%	\$132,085	\$34,936	
Thompson - Woodlands	New (2nd) WB lane			25.7%	34.5%	\$126,248	\$32,382	
TOTAL						\$1,027,555	\$288,026	
TOTAL WITH 3-YEAR UNIT RATE ESCALATION						\$1,077,906	\$302,140	

2030	Proposed Improvement	Existing	Proposed	Prop Share Site/Total %	Prop share Site/Background %	Total Cost	Prop Share Site/Total Cost
Intersections							
Access A	New EB right turn lane		85'	100%			
Access A	New WB left turn lane		180'	100%			
Woody Mountain & Route 66	Extend NB right turn lane	95'	265'	35.8%	55.9%	\$11,889	\$4,256.26
Yale & Route 66	Extend NB left turn lane	75'	100'	16.6%	19.9%	Improvement made in Phase 1	
Railroad Springs & Route 66	New EB through lane			29.9%	42.7%	\$12,894	\$3,855.44
Railroad Springs & Route 66	New WB through lane			29.9%	42.7%	\$111,029	\$33,197.71
Thompson & Route 66	New WB through lane			25.7%	34.5%	\$14,028	\$3,605.07
Woodlands & Route 66	New WB through lane			17.3%	20.9%	Improvement made in Phase 1	
Segments - Route 66							
Woody Mtn - Northwestern	New (2nd) WB lane			34.8%	55.8%	\$8,860	\$3,079
Woody Mtn - Northwestern	New (2nd) EB lane			32.7%	55.8%	\$104,036	\$33,968
Northwestern - Railroad Springs	New (2nd) EB lane			32.7%	42.6%	\$104,036	\$33,968
Railroad Springs - Thompson	New (2nd) EB lane			28.4%	42.6%	\$116,050	\$32,958
Woodlands - Yale	New (3rd) WB lane			16.2%	19.9%	\$589,590	\$95,514
Yale - Riordan	New (3rd) WB lane			15.7%	19.8%	\$589,590	\$92,566
TOTAL						\$1,662,002	\$336,966
TOTAL WITH 3-YEAR UNIT RATE ESCALATION						\$1,743,440	\$353,478
TOTALS						\$6,648,097	\$1,403,494

ID	Intersection Name	Proportional Share	
		Site/Total	Site/Background
1	Flagstaff Ranch Rd & Route 66	14.50%	17.00%
2	Woody Mountain Rd & Route 66	35.80%	55.90%
3	Railroad Spring Blvd & Route 66	29.90%	42.70%
4	Thompson St & Route 66	25.70%	34.50%
5	Woodlands Village Blvd & Route 66	17.30%	20.90%
6	Yale St & Route 66	16.60%	19.90%
7	Riordan Rd & Route 66	16.40%	19.70%
8	Milton Rd & Route 66	8.50%	9.30%
9	Woody Mountain Rd & Presidio Dr	25.70%	34.50%
10	Woodlands Village Blvd & University Ave	5.70%	6.10%
53	Northwestern St & Route 66	32.70%	48.60%
55	Dunham St & Route 66	28.70%	40.30%
58	Woody Mountain Rd & Patio Del Presidio	14.30%	16.70%
11	Woodlands Village Blvd & Plaza Way	7.30%	7.90%

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost
Group B - Improvements by others
Railroad Springs & Route 66**

Traffic Signal

Item No.	Description	Unit	Quantity	Unit Price	Cost
	NEW TRAFFIC SIGNAL	L SUM	350,000	\$1.00	\$350,000.00
				CONSTRUCTION SURVEY	5% \$17,500.00
				EROSION CONTROL	0% \$0.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	0% \$0.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	5% \$17,500.00
				DESIGN COSTS	10% \$35,000.00
				TRAFFIC CONTROL	10% \$35,000.00
				Total	\$455,000.00

WB Through Lane

2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	800	\$3.50	\$2,800.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	375	\$4.00	\$1,500.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	3,000	\$3.00	\$9,000.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	100	\$75.00	\$7,500.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	160	\$95.00	\$15,200.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	1,100	\$1.50	\$1,650.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,620	\$0.50	\$810.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	2	\$300.00	\$600.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	1	\$300.00	\$300.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	539	\$0.30	\$161.70
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	515	\$38.00	\$19,570.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	4,120	\$3.00	\$12,360.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$71,631.70
				CONSTRUCTION SURVEY	5% \$3,581.59
				EROSION CONTROL	5% \$3,581.59
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$7,163.17
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$7,163.17
				DESIGN COSTS	15% \$10,744.76
				TRAFFIC CONTROL	10% \$7,163.17
				Total	\$111,029.14

Timber Sky Conceptual Roadway Design
Opinion of Probable Cost
GROUP C
Thompson & Route 66

Traffic Signal

Item No.	Description	Unit	Quantity	Unit Price	Cost	
	EB RTL EXTENSION - THROUGH LANE	L SUM	1	\$9,374.00	\$9,374.00	
				CONSTRUCTION SURVEY	10%	\$937.40
				EROSION CONTROL	5%	\$468.70
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20%	\$1,874.80
				DESIGN COSTS	15%	\$1,406.10
				TRAFFIC CONTROL	20%	\$1,874.80
				Total		\$15,935.80

	NEW TRAFFIC SIGNAL	L SUM	400,000	\$1.00	\$400,000.00	
				CONSTRUCTION SURVEY	5%	\$20,000.00
				EROSION CONTROL	0%	\$0.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	5%	\$20,000.00
				DESIGN COSTS	10%	\$40,000.00
				TRAFFIC CONTROL	10%	\$40,000.00
				Total		\$520,000.00

New EB Right Turn Lane - after interim fix for two EB through lanes

2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	100	\$3.50	\$350.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	370	\$4.00	\$1,480.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	4,410	\$3.00	\$13,230.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	90	\$75.00	\$6,750.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	120	\$95.00	\$11,400.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	930	\$1.50	\$1,395.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,310	\$0.50	\$655.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	3	\$300.00	\$900.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	2	\$300.00	\$600.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	440	\$0.30	\$132.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	370	\$38.00	\$14,060.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	4,410	\$3.00	\$13,230.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$64,362.00

Estimated Contingency Items						
				CONSTRUCTION SURVEY	5%	\$3,218.10
				EROSION CONTROL	5%	\$3,218.10
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10%	\$6,436.20
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10%	\$6,436.20
				DESIGN COSTS	15%	\$9,654.30
				TRAFFIC CONTROL	10%	\$6,436.20
				Total		\$99,761.10

Opinion of Probable Cost
Group F - Improvements by others
Route 66 Widening Woodlands Village Boulevard to Riordan Road - 3rd Through Lane

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	550	\$3.50	\$1,925.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	700	\$4.00	\$2,800.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	5,600	\$3.00	\$16,800.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	430	\$75.00	\$32,250.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	590	\$95.00	\$56,050.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	2,000	\$1.50	\$3,000.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	3,530	\$0.50	\$1,765.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	2,350	\$0.30	\$705.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	700	\$38.00	\$26,600.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	5,600	\$3.00	\$16,800.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
	RIGHT OF WAY ACQUISITION (2200 LF X 10 FT wide)	SQ FT.	22,000	\$30.00	\$660,000.00
Subtotal					\$818,875.00
Estimated Contingency Items					
	CONSTRUCTION SURVEY		2%		\$16,377.50
	EROSION CONTROL		2%		\$16,377.50
	MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION		10%		\$81,887.50
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)		10%		\$81,887.50
	DESIGN COSTS		10%		\$81,887.50
	TRAFFIC CONTROL		10%		\$81,887.50
Total					\$1,179,180.00

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost
Intersection of Milton Road & Route 66**

Item No.	Description	Unit	Quantity	Unit Price	Cost
	SB RIGHT TURN LANE	L SUM	1	\$100,000.00	\$100,000.00
	ROW Acquisition (50 LF x 12 ft of width)	SF	600	\$30.00	\$18,000.00
				CONSTRUCTION SURVEY	2% \$2,000.00
				EROSION CONTROL	2% \$2,000.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$10,000.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$10,000.00
				DESIGN COSTS	10% \$10,000.00
				TRAFFIC CONTROL	10% \$10,000.00
Total					\$162,000.00

	EXTEND NB LEFT TURN LANE	L SUM	1	\$10,000.00	\$10,000.00
				CONSTRUCTION SURVEY	10% \$1,000.00
				EROSION CONTROL	5% \$500.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$1,000.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20% \$2,000.00
				DESIGN COSTS	15% \$1,500.00
				TRAFFIC CONTROL	20% \$2,000.00
Total					\$18,000.00

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Intersection of Riordan Road & Route 66

Item No.	Description	Unit	Quantity	Unit Price	Cost
	STRIPE NB LEFT TURN LANE	L SUM	1	\$15,000.00	\$15,000.00
	CONSTRUCTION SURVEY			10%	\$1,500.00
	EROSION CONTROL			5%	\$750.00
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)			20%	\$3,000.00
	DESIGN COSTS			0%	\$0.00
	TRAFFIC CONTROL			20%	\$3,000.00
	TOTAL				\$23,250.00

	STRIPE EB LEFT TURN LANE	L SUM	1	\$15,000.00	\$15,000.00
	CONSTRUCTION SURVEY			10%	\$1,500.00
	EROSION CONTROL			5%	\$750.00
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)			20%	\$3,000.00
	DESIGN COSTS			0%	\$0.00
	TRAFFIC CONTROL			20%	\$3,000.00
	TOTAL				\$23,250.00

	STRIPE WB LEFT TURN LANE	L SUM	1	\$15,000.00	\$15,000.00
	CONSTRUCTION SURVEY			10%	\$1,500.00
	EROSION CONTROL			5%	\$750.00
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)			20%	\$3,000.00
	DESIGN COSTS			0%	\$0.00
	TRAFFIC CONTROL			20%	\$3,000.00
	TOTAL				\$23,250.00

	NEW SIGNAL AT RIORDAN ROAD	L SUM	1	\$1,150,000.00	\$1,150,000.00
	CONSTRUCTION SURVEY			1%	\$11,500.00
	EROSION CONTROL			1%	\$11,500.00
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)			0%	\$0.00
	DESIGN COSTS			0%	\$0.00
	TRAFFIC CONTROL			10%	\$115,000.00
	Total				\$1,288,000.00

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Woodlands & Route 66 New EB Right Turn Lane

Item No.	Description	Unit	Quantity	Unit Price	Cost
	EB RIGHT TURN LANE ROADWAY ITEMS	L SUM	1	\$75,000.00	\$75,000.00
	SIGNAL MODIFICATION	L SUM	1	\$100,000.00	\$100,000.00
				Subtotal	\$175,000.00
				CONSTRUCTION SURVEY	2% \$3,500
				EROSION CONTROL	2% \$3,500.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$17,500.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$17,500.00
				DESIGN COSTS	10% \$17,500.00
				TRAFFIC CONTROL	10% \$17,500.00
				Total	\$252,000.00

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Woodlands & Route 66 New EB Through Lane

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	200	\$3.50	\$700.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	520	\$4.00	\$2,080.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	5,835	\$3.00	\$17,505.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	200	\$75.00	\$15,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	200	\$95.00	\$19,000.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	3,900	\$1.50	\$5,850.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	4,860	\$0.50	\$2,430.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	800	\$0.50	\$400.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	1,700	\$0.30	\$510.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	1,100	\$0.30	\$330.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	520	\$38.00	\$19,760.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	5,835	\$3.00	\$17,505.00
9080296	CONCRETE SIDEWALK RAMP	EACH	3	\$2,000.00	\$6,000.00
	SIGNAL MODIFICATION (FOR WIDENING)	L SUM	1	\$100,000.00	\$100,000.00
Subtotal					\$207,250.00
				CONSTRUCTION SURVEY	2% \$4,145.00
				EROSION CONTROL	2% \$4,145.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$20,725.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$20,725.00
				DESIGN COSTS	10% \$20,725.00
				TRAFFIC CONTROL	10% \$20,725.00
Total					\$298,440.00

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Route 66 WB Through Lane: Woodlands to Yale & Yale to Riordan⁽¹⁾

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	500	\$3.50	1,750.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	320	\$4.00	1,280.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	4,718	\$3.00	14,154.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	430	\$75.00	32,250.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	650	\$95.00	61,750.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	6	\$60.00	360.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	2000	\$1.50	3,000.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	2990	\$0.50	1,495.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1490	\$0.50	745.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	LF	720	\$0.80	576.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	6	\$300.00	1,800.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	3	\$300.00	900.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	LF	2500	\$0.30	750.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	LF	990	\$0.30	297.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	320	\$38.00	12,160.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	4,718	\$3.00	14,154.00
9080296	CONCRETE SIDEWALK RAMP	EACH	2	\$2,000.00	4,000.00
	Storm Drain Contingency	L SUM	1	\$100,000.00	100,000.00
	SIGNAL MODIFICATION (FOR WIDENING)	L SUM	1	\$100,000.00	100,000.00
	Subtotal				351,421.00
	CONSTRUCTION SURVEY			1%	\$3,514.21
	EROSION CONTROL			1%	\$3,514.21
	MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION			10%	\$35,142.10
	CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)			5%	\$17,571.05
	DESIGN COSTS			10%	\$35,142.10
	TRAFFIC CONTROL			10%	\$35,142.10
	Total				\$481,446.77

(1) Cost reflects two lanes in each direction of travel while the title refers to the improvement required by the TIA

Opinion of Probable Cost						
Woodlands & Route 66 Extend NB Left Turn Lane						
Item No.	Description	Unit	Quantity	Unit Price	Cost	
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	0	\$3.50	\$0.00	
2020020	REMOVAL OF CONCRETE CURB	L. FT.	218	\$4.00	\$872.00	
2020025	REMOVAL OF CONCRETE MEDIAN	SQ. FT.	800	\$3.00	\$2,400.00	
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	0	\$75.00	\$0.00	
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	0	\$95.00	\$0.00	
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	6	\$60.00	\$360.00	
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	800	\$1.50	\$1,200.00	
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,600	\$0.50	\$800.00	
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00	
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L. FT.	0	\$0.80	\$0.00	
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	6	\$300.00	\$1,800.00	
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00	
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	1,600	\$0.30	\$480.00	
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00	
9080085	CONCRETE CURB AND GUTTER	L. FT.	218	\$38.00	\$8,284.00	
9080201	CONCRETE MEDIAN	SQ. FT.	800	\$3.00	\$2,400.00	
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00	
	CONCRETE (FOR MEDIAN)	SQ FT	800	\$8.00	\$6,400.00	
Subtotal					\$24,996.00	
				CONSTRUCTION SURVEY	10%	\$2,499.60
				EROSION CONTROL	5%	\$1,249.80
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10%	\$2,499.60
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20%	\$4,999.20
				DESIGN COSTS	15%	\$3,749.40
				TRAFFIC CONTROL	20%	\$4,999.20
Total					\$44,992.80	

Woodlands & Route 66 add 2nd NB Left Turn Lane						
Item No.	Description	Unit	Quantity	Unit Price	Cost	
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	0	\$3.50	\$0.00	
2020020	REMOVAL OF CONCRETE CURB	L. FT.	218	\$4.00	\$872.00	
2020025	REMOVAL OF CONCRETE MEDIAN	SQ. FT.	800	\$3.00	\$2,400.00	
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	0	\$75.00	\$0.00	
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	0	\$95.00	\$0.00	
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	6	\$60.00	\$360.00	
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	800	\$1.50	\$1,200.00	
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,600	\$0.50	\$800.00	
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00	
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00	
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	6	\$300.00	\$1,800.00	
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00	
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	1,600	\$0.30	\$480.00	
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L. FT.	0	\$0.30	\$0.00	
9080085	CONCRETE CURB AND GUTTER	L. FT.	218	\$38.00	\$8,284.00	
9080201	CONCRETE MEDIAN	SQ. FT.	800	\$3.00	\$2,400.00	
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00	
	CONCRETE (FOR MEDIAN)	SQ FT	800	\$8.00	\$6,400.00	
	ROW Acquisition (assume 12 feet width X 400 feet)	SF	4,800	\$30.00	\$144,000.00	
Subtotal					\$168,996.00	
				CONSTRUCTION SURVEY	10%	\$2,499.60
				EROSION CONTROL	5%	\$1,249.80
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10%	\$2,499.60
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20%	\$4,999.20
				DESIGN COSTS	15%	\$3,749.40
				TRAFFIC CONTROL	20%	\$4,999.20
Total					\$188,992.80	

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Woodlands & Route 66 Extend SB Left Turn Lane

Item No.	Description	Unit	Quantity	Unit Price	Cost	
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	0	\$3.50	\$0.00	
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00	
2020025	REMOVAL OF CONCRETE MEDIAN	SQ. FT.	0	\$3.00	\$0.00	
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	0	\$75.00	\$0.00	
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	0	\$95.00	\$0.00	
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	0	\$60.00	\$0.00	
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	800	\$1.50	\$1,200.00	
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	4,800	\$0.50	\$2,400.00	
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00	
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	720	\$0.80	\$576.00	
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00	
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00	
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	2,079	\$0.30	\$623.70	
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00	
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00	
9080201	CONCRETE MEDIAN	SQ. FT.	0	\$3.00	\$0.00	
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00	
Subtotal					\$4,799.70	
				CONSTRUCTION SURVEY	10%	\$479.97
				EROSION CONTROL	5%	\$239.99
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10%	\$479.97
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20%	\$959.94
				DESIGN COSTS	15%	\$719.96
				TRAFFIC CONTROL	20%	\$959.94
Total					\$8,639.46	

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Woody Mountain & Route 66 Extend NB Right Turn Lane

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	100	\$3.50	\$350.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	20	\$75.00	\$1,500.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	20	\$95.00	\$1,900.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	4	\$60.00	\$240.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	200	\$1.50	\$300.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,550	\$0.50	\$775.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	200	\$0.80	\$160.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	4	\$300.00	\$1,200.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	600	\$0.30	\$180.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$6,605.00
				CONSTRUCTION SURVEY	10% \$660.50
				EROSION CONTROL	5% \$330.25
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$660.50
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20% \$1,321.00
				DESIGN COSTS	15% \$990.75
				TRAFFIC CONTROL	20% \$1,321.00
				Total	\$11,889.00

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Yale and Route 66 NB Left Turn Lane

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	0	\$3.50	\$0.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE MEDIAN	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	0	\$75.00	\$0.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	0	\$95.00	\$0.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	0	\$60.00	\$0.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	260	\$1.50	\$390.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,560	\$0.50	\$780.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	520	\$0.30	\$156.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE MEDIAN	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$1,326.00
				CONSTRUCTION SURVEY	10% \$132.60
				EROSION CONTROL	5% \$66.30
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$132.60
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20% \$265.20
				DESIGN COSTS	15% \$198.90
				TRAFFIC CONTROL	20% \$265.20
				Total	\$2,386.80

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Route 66: Railroad Springs to Thompson Westbound

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	200	\$3.50	\$700.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	200	\$75.00	\$15,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	200	\$95.00	\$19,000.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	4	\$60.00	\$240.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	2,000	\$1.50	\$3,000.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	900	\$0.50	\$450.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	600	\$0.30	\$180.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
Subtotal					\$38,570.00
				CONSTRUCTION SURVEY	5% \$1,928.50
				EROSION CONTROL	5% \$1,928.50
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$3,857.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$3,857.00
				DESIGN COSTS	20% \$7,714.00
				TRAFFIC CONTROL	20% \$7,714.00
Total					\$65,569.00

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Route 66: Thompson to Woodlands Westbound

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	400	\$3.50	\$1,400.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	400	\$75.00	\$30,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	500	\$95.00	\$47,500.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	5	\$60.00	\$300.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	3,200	\$1.50	\$4,800.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	2,900	\$0.50	\$1,450.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	4,700	\$0.50	\$2,350.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	1,200	\$0.80	\$960.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	2,700	\$0.30	\$810.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	3,100	\$0.30	\$930.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$90,500.00
				CONSTRUCTION SURVEY	5% \$4,525.00
				EROSION CONTROL	5% \$4,525.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$9,050.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$9,050.00
				DESIGN COSTS	15% \$13,575.00
				TRAFFIC CONTROL	10% \$9,050.00
				Total	\$140,275.00

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Route 66: Thompson to Woodlands Eastbound

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	300	\$3.50	\$1,050.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	400	\$75.00	\$30,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	500	\$95.00	\$47,500.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	0	\$60.00	\$0.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	2,700	\$1.50	\$4,050.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	2,880	\$0.50	\$1,440.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	600	\$0.80	\$480.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	2,320	\$0.30	\$696.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$85,216.00
				CONSTRUCTION SURVEY	5% \$4,260.80
				EROSION CONTROL	5% \$4,260.80
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$8,521.60
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$8,521.60
				DESIGN COSTS	15% \$12,782.40
				TRAFFIC CONTROL	10% \$8,521.60
				Total	\$132,084.80

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Thompson & Route 66 - Extend Westbound Left Turn Lane

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	0	\$3.50	\$0.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	0	\$75.00	\$0.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	0	\$95.00	\$0.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	0	\$1.50	\$0.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	2,100	\$0.50	\$1,050.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	640	\$0.50	\$320.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	1	\$300.00	\$300.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	2	\$300.00	\$600.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	700	\$0.30	\$210.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	960	\$0.30	\$288.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$2,948.00
				CONSTRUCTION SURVEY	10% \$294.80
				EROSION CONTROL	5% \$147.40
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$294.80
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20% \$589.60
				DESIGN COSTS	15% \$442.20
				TRAFFIC CONTROL	20% \$589.60
				Total	\$5,306.40

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Route 66: Woody Mountain to Northwestern

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.		\$3.50	\$0.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.		\$75.00	\$0.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON		\$95.00	\$0.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	3	\$60.00	\$180.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	1,500	\$1.50	\$2,250.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	1,900	\$0.50	\$950.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	240	\$0.80	\$192.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	2	\$300.00	\$600.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	1	\$300.00	\$300.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	1,500	\$0.30	\$450.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$4,922.00
				CONSTRUCTION SURVEY	10% \$492.20
				EROSION CONTROL	5% \$246.10
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$492.20
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	20% \$984.40
				DESIGN COSTS	15% \$738.30
				TRAFFIC CONTROL	20% \$984.40
				Total	\$8,859.60

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Route 66: Railroad Springs to Thompson Eastbound

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	500	\$3.50	\$1,750.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	400	\$75.00	\$30,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	500	\$95.00	\$47,500.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	0	\$60.00	\$0.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	1,400	\$1.50	\$2,100.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	2,600	\$0.50	\$1,300.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	1,800	\$0.30	\$540.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$83,190.00
				CONSTRUCTION SURVEY	5% \$4,159.50
				EROSION CONTROL	5% \$4,159.50
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$8,319.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$8,319.00
				DESIGN COSTS	15% \$12,478.50
				TRAFFIC CONTROL	10% \$8,319.00
				Total	\$128,944.50

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Route 66: Woody Mountain Road to Railroad Springs Eastbound

Item No.	Description	Unit	Quantity	Unit Price	Cost
2020039	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	600	\$3.50	\$2,100.00
2020020	REMOVAL OF CONCRETE CURB	L. FT.	0	\$4.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALK	SQ. FT.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	600	\$75.00	\$45,000.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	850	\$95.00	\$80,750.00
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	EACH	0	\$60.00	\$0.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L. FT.	2,300	\$1.50	\$3,450.00
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	4,200	\$0.50	\$2,100.00
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	0	\$0.50	\$0.00
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	0	\$0.80	\$0.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	EACH	0	\$300.00	\$0.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	0	\$300.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	2,800	\$0.30	\$840.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	0	\$0.30	\$0.00
9080085	CONCRETE CURB AND GUTTER	L. FT.	0	\$38.00	\$0.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	0	\$3.00	\$0.00
9080296	CONCRETE SIDEWALK RAMP	EACH	0	\$2,000.00	\$0.00
				Subtotal	\$134,240.00
				CONSTRUCTION SURVEY	5% \$6,712.00
				EROSION CONTROL	5% \$6,712.00
				MOBILIZATION, GRADING, SEEDING, TESTING, INSPECTION	10% \$13,424.00
				CONTINGENCY (DESIGN ITEMS NOT ACCOUNTED FOR)	10% \$13,424.00
				DESIGN COSTS	15% \$20,136.00
				TRAFFIC CONTROL	10% \$13,424.00
				Total	\$208,072.00

**Timber Sky Conceptual Roadway Design
Opinion of Probable Cost**

Intersection Signalization - Woody Mountain Road & Route 66

Item No.	Description	Unit	Quantity	Unit Price	Cost
	NEW SIGNAL AT WOODY MOUNTAIN ROAD	L SUM	1	\$350,000.00	\$350,000.00
				1%	\$3,500.00
				0%	\$0.00
				0%	\$0.00
				5%	\$17,500.00
				10%	\$35,000.00
				10%	\$35,000.00
Total					\$441,000.00

ORDINANCE NO. 2016-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 197.58 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3425 WEST ROUTE 66 ON PARCEL NUMBERS 112-01-020 AND 112-02-021 FROM THE RURAL RESIDENTIAL (RR) ZONE TO THE SINGLE-FAMILY RESIDENTIAL (R1) ZONE FOR 100.48 ACRES, THE MEDIUM DENSITY RESIDENTIAL (MR) ZONE FOR 34.6 ACRES, THE HIGH DENSITY RESIDENTIAL (HR) ZONE FOR 38.97 ACRES, THE COMMERCIAL SERVICES (CS) ZONE FOR 10.02 ACRES AND THE PUBLIC OPEN SPACE (POS) ZONE FOR 13.51 ACRES AND APPLYING THE RESOURCE PROTECTION OVERLAY (RPO) ZONE TO 107.73 ACRES (APN 112-01-021) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, VP 66 & Woody Mountain, LLC (the "Applicant") applied for a Zoning Map Amendment to rezone approximately 197.58 acres of land generally located at 3425 West Route 66, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), in order to construct a 1300 residential dwelling unit development known as Timber Sky, including a mix of housing types with supporting commercial services and open space areas; and

WHEREAS, approximately 107.73 acres of the Property (APN 112-01-021) is located within Coconino County, Arizona and Applicant has petitioned to have the parcel annexed by the City through Annexation Ordinance No. 2016-38, which is being considered by the City Council concurrently with this Ordinance; and

WHEREAS, if Council adopts Annexation Ordinance 2016-38, the entirety of the Property will be zoned Rural Residential (RR); and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, in furtherance of the Applicant's development plans, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from the Rural Residential (RR) zone to the Single-family Residential (R1) Zone for 100.48 acres, the Medium Density (MR) Zone for 34.6 acres, the High Density Residential (HR) Zone for 38.97 acres, the Commercial Services (CS) Zone for 10.02 acres and Public Open Space (POS) Zone for 13.51 acres and apply the Resource Protection Overlay (RPO) zone to 107.73 acres (APN 112-01-021); and

WHEREAS, the Applicant conducted neighborhood meetings on December 8, 2015 and January 11, 2016, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and public hearings on September 28, 2016 and October 12, 2016, and has recommended approval of the requested zoning application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, staff have recommended approval of the Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, as augmented by staff, as set forth below, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code;

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Rural Residential (RR) zone to the Single-family Residential (R1) Zone for 100.48 acres, the Medium Density (MR) Zone for 34.6 acres, the High Density Residential (HR) Zone for 38.97 acres, the

Commercial Services (CS) Zone for 10.02 acres and Public Open Space (POS) Zone for 13.51, as depicted in Exhibit "B", and applying the Resource Protection Overlay (RPO) zone to 107.73 acres (APN 112-01-021) through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That the Zoning Map Amendment be conditioned on compliance with that Agreement between the City of Flagstaff and the Applicant, approved by the City Council in Resolution No. 2016-35 on November 15, 2016.

SECTION 8. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following conditions proposed by the Planning and Zoning Commission, as augmented by staff:

CONDITIONS:

1. The subject property must be developed in accordance with the concept zoning plan and narrative dated August 12, 2016 for "Timber Sky" as presented with this rezoning request. The development of Timber Sky shall not exceed 1,300 dwelling units and shall have no less than 910 dwelling units within the residential zones. Allowed uses are limited to those included in the above referenced concept zoning plan.
2. If any use(s) within the concept zoning plan are proposed but were not modeled in the approved Traffic Impact Study or Water and Sewer Impact Analysis, a revised impact analysis must be prepared, approved and mitigated.
3. All other requirements of the Zoning Code and other City codes, ordinances and regulations, are met by the proposed development.
4. Applicant must install at their expense, with no financial obligation to the County, a left turn lane on Route 66 at Flagstaff Ranch Road in the County right-of-way in accordance with the recommendations of the approved Traffic Impact Analysis. Improvements must be designed to ADOT standards and installed prior to the issuance of the first building permit in Phase 1.
5. The public utility easement for the portion of the Westside Sewer Line Extension (Route 66 to I-40) across the subject property shall be provided as a dedication on the final plat for Phase 1.
6. Internal connections between Blocks must be provided to the greatest extent feasible with special attention to connections from each block to the designated open space/civic space areas as well as adjacent activity centers.
7. Each phase of the Timber Sky development must meet all requirements independently.

8. Applicant must grant permanent public pedestrian easements on all trails within the development of Timber Sky. Such easements must be shown on final plats.
9. A new Drainage Impact Analysis must be submitted and approved for the eastern side of the property if all drainage flows cannot be directed towards the westerly drainage corridor.
10. All terms, conditions, and restrictions detailed within the "Timber Sky Annexation and Development Agreement" must be fully satisfied.
11. If the applicant fails to obtain final plat approval for Phase 1 of Timber Sky, or obtain an extension of zoning within five (5) years of the effective date of the rezoning ordinance, the City Council may take action to revert the zoning back to the former classification of RR, Rural Residential District, per Section 10-20.50.060 of the *Zoning Code*.

SECTION 9. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 10. 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 11. This ordinance shall become effective thirty (30) days following the effective date of Ordinance No. 2016-38.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit "A"

Legal Description of Property

Exhibit "B"

Legal Description of New Zoning Districts

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

TIMBER SKY ANNEXATION AND DEVELOPMENT AGREEMENT

AMONG

CITY OF FLAGSTAFF

AND

VP 66 & WOODY MOUNTAIN, LLC

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”) is made as of this 15th day of November, 2016, among the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“City”), and VP 66 & Woody Mountain, LLC, an Arizona limited liability company (“Owner”).

RECITALS

- A. The Owner owns approximately 197.58 acres of real property situated south and west of the intersection of Route 66 and Wood Mountain Road within Coconino County, Arizona, and partially within the incorporated boundaries of the City of Flagstaff, Arizona, as depicted generally and described legally in **Exhibit A** (the “Property” or “Project”), attached to this Agreement.
- B. The Owner and City desire that the portion of the Property currently within Coconino County be annexed into the corporate limits of the City and be developed as part of the City. The Property to be annexed is depicted generally and described legally in **Exhibit B** (the “Annexation Property”), attached to this Agreement.
- C. The annexation and development of the Property pursuant to this Agreement and the Concept Zoning Plan, dated August 9, 2016 and attached as **Exhibit C** (the “CZP”) is acknowledged by the parties to be consistent with the City’s General Plan, will operate to the benefit of the City, the Owner and the general public. The annexation of the Property would allow the City to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the City, including enhanced citizen pedestrian and vehicular mobility by widening US Route 66 at the western part of the City and creating connections to the Flagstaff Urban Trail System and the City Loop Trail.
- D. The CZP contains exhibits and conceptual renderings that convey a scope and direction for the phasing of the parcels, which will be individually developed pursuant to the terms and conditions of this Agreement and subject to all applicable City ordinances, regulations, and resolutions, as provided in this Agreement, including requirements for conditional use permits. Subject to the terms of this Agreement, the Timber Sky community will provide a mix of new housing options, including a minimum of 100 housing units that will be sold at 100% of the Area Median Income (“AMI”).
- E. The City and the Owner are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S.”) § 9-500.05 (pertaining to development agreements) in order to facilitate the proper municipal zoning designation and development of the Property by providing for, among other things: conditions, terms, restrictions, and requirements for the permitted uses of the Property, the density and intensity of such uses, and other matters related to development of the Property as depicted on the CZP. This Agreement will also provide for a mechanism to establish dark skies measures beyond current city standards that will govern future development on the Property.

- F. A blank annexation petition was filed on October 11, 2016 with Coconino County and a public hearing was held on November 1, 2016, in connection with the annexation of the Annexation Property into the City.
- G. The City desires to annex the Annexation Property into the incorporated limits of the City and intends to rezone the Annexation Property and Property to zoning classifications consistent with the Flagstaff Region Plan 2030 (FRP2030) and CZP, and provide for a maximum overall residential unit count of 1300 (the “CZP Ordinance”).
- H. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety and other benefits to the City and its residents as enumerated in these Recitals and this Agreement.
- I. The Owner acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Owner by providing assurances to the Owner that they will have the ability to develop the Property within the City pursuant to this Agreement under the zoning described in the CZP.
- J. The public services/infrastructure improvements to be provided by Owner, which are necessary to serve development within the Property, will also, in certain instances, facilitate and support the development of other projects in the region.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Annexation, Effective Date and Term.

1.1 Annexation. Concurrently with the execution of this Agreement by the City and Owner, Owner will deliver to the City an appropriate Petition for Annexation duly executed by all necessary property owners and satisfying the applicable statutory requirements (the “Annexation Petition”). Upon receipt of the Annexation Petition, the City Council will consider the petition and, if determined to be in the best interest of the City, adopt a final ordinance annexing the Property into the corporate limits of the City (the “Annexation Ordinance”). The Annexation Ordinance will contain a provision requiring, upon Owner’s written request made prior to the effective date, the immediate rescission and termination of the Annexation Ordinance by the City if the City does not approve the CZP Ordinance at the same meeting, or if any person or entity, other than a party to this Agreement, files (i) a valid petition appearing (A) to be in proper form and (B) to have the requisite number of valid signatures to cause a referendum challenging this Agreement, the CZP Ordinance, and/or the Annexation Ordinance, (ii) litigation in a court of proper jurisdiction concerning this Agreement or the annexation or (iii) petition pursuant to A.R.S. § 9-471(C) challenging the validity or approval of the Annexation Ordinance. The City agrees to

use its best efforts to accomplish the intent of this Section 1.1, even if a special meeting of the City Council must be called for the purpose of repealing the Annexation Ordinance. The City will schedule and advertise a Council Meeting for this purpose at the latest date reasonably possible prior to the Annexation Ordinance becoming final and effective and shall use its best efforts to perform in accordance with this Section. The City and Owner hereby acknowledge and agree that this Agreement will automatically terminate and be of no force or effect if the City's annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D) on or before December 31, 2017. The City and Owner further agree that this Agreement satisfies the requirements under A.R.S. § 9-471(O).

1.2 Effective Date. This Agreement will not become effective, and no party will have any obligation under this Agreement unless each of the following occurs: (1) this Agreement is executed by all parties; (2) this Agreement is recorded as required by A.R.S. § 9-500.05(D), and (3) the Annexation Ordinance becomes final and effective. The date on which all of the foregoing items have been completed is the "Effective Date" of this Agreement. If a challenge is properly made to the Agreement, this Agreement will become effective after resolution of such challenge in favor of the City.

1.3 No Default. Any delay relative to the Effective Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the City will not be deemed a default by the City.

1.4 Duration. This Agreement will automatically terminate on the twenty-fifth (25th) anniversary of the Effective Date, unless this Agreement is rescinded or terminated earlier as provided for herein. However, if any of the Property still is subject to this Agreement twenty-five (25) years after the Effective Date of this Agreement, this Agreement shall automatically extend without the necessity of any notice, agreement, or recording by or between the parties an additional ten (10) years, for a total of thirty (35) years, at which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement, or recording by or between the parties.

1.5 Release of Public Lots. In order to alleviate any possible concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, the provisions of this Agreement will not apply to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to third party residential end purchasers or users thereof (a "Public Lot") and thereupon such Public Lot will be released from and no longer be subject to or burdened by the provisions of this Agreement.

2. Zoning and Vested Rights. Owner hereby agrees to be subject to all the terms, conditions, and stipulations of the CZP Ordinance (City Ordinance No. 2016-39) approving the CZP, attached as **Exhibit D** and incorporated by this reference. The City acknowledges and agrees that the zoning approved and adopted for the Property through the CZP Ordinance is vested for the term of this Agreement (the "Vested Rights") and that the Owner shall have a right to develop the Property consistent with the Vested Rights and the Concept Zoning Plan, subject to the Applicable Rules (as defined in Section 3, below) and any changes to the Rules as permitted by this Agreement. The City agrees not to initiate any changes or modifications to the zoning of the

Property as of the Effective Date of this Agreement, except at the request of the owner of that portion of the Property for which such zoning change is sought, or except pursuant to the provisions of A.R.S. § 9-462.01(E). Owner acknowledges that they are still required to satisfy any remaining conditions of development of the Property as set forth in this Agreement and the CZP Ordinance.

3. Development Standards. Development of the Property will be governed by the City's codes, ordinances, regulations, rules, guidelines and policies controlling permitted uses of the Property, design review guidelines, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the Effective Date of this Agreement, except as modified herein or otherwise agreed to, in writing, by Owner and the City (collectively, the "Applicable Rules" or "Rules"). Specifically, with regard to Title 10 of the Flagstaff City Code, the version in place as of January 1, 2016 shall apply to the Property ("Zoning Ordinance" or "Zoning Code").

4. Guiding Principles. The parties acknowledge that development activities for the Property may extend over several years and that many of the requirements and procedures provided for in this Agreement contemplate that use of the Property in the future may be subject to procedures, requirements, regulations and ordinances not presently in effect, as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was executed.

5. Project Description, Site Layout, and Design Considerations.

5.1 Development Allocations. As depicted on the CZP, the overall maximum number of residential units to be developed on the Property is 1,300.

5.1.1 Open Space. The Parties agree that any residential development within MR and HR zoned portions of the Property requires a minimum of 15% gross lot area to be set aside as open space. This open space may include resource protection area, active and passive recreation uses, landscape areas, community gardens, roof decks and courtyards. Any phase of the project may develop with less than 15% open space, provided that an accounting of the Project open space is documented with each plat or site plan, subject to reallocations from civic space as provided in Section 5.1.2 below. Owner agrees that non-vehicular connectivity between adjacent development parcels will be provided for as set forth in the CZP Ordinance to achieve cross-community access to the Project neighborhoods and open space areas.

5.1.2 Civic Space. The Parties agree that a total of 5% of the gross site shall be designated as civic space. If the Community Center is not included within the first developing phase, Owner may provide for the requisite 5% civic space within the first phase(s) through various interim civic space amenities such as trails with benches or other seating or gathering areas. Upon the completion of the Community Center, any previously allocated civic space elements may be converted to satisfy open space requirements.

5.1.3 Densities. The Zoning Ordinance reflects minimum and maximum densities for each non-transect residential zoning category. Due to the topography of the Property and the Resource Protection Overlay requirements, minimum densities are based on the total gross acreage for the zoning category and not on a per parcel basis. Maximum density is based on maximum allowable density in the total gross acreage for the zoning category within the Resource Protection Overlay District (RPO) and not on a per parcel basis.

5.1.4 Residential Character. The character of the residential units will be guided by the reference materials contained in the CZP.

5.1.5 PRD Option. All residential development within the Property may elect the Planned Residential Development (“PRD”) option as provided for in Section 10-40.60.270 of the Ordinance.

5.1.6 Duration of Preliminary Plat Approvals. Given the size and significance of the project and related infrastructure, an extended duration for preliminary plat approvals is warranted such that Section 11-20-60.040(B) of the City Code will not apply. Instead, the initial approval for a preliminary plat of the Property will be for a period of five years from the date of the City Council approval. If a complete final plat submittal has been made within the fifth year of the preliminary plat approval, the duration of the preliminary plat will be automatically extended for one year from the date of the completeness determination. If the final plat has not been recorded before the expiration of the preliminary plat, the plat will expire unless otherwise extended by the Director under Section 11-20-60.040(C).

5.2 Workforce Housing. The Project will deliver 100 residential ownership units with a minimum of 2 bedrooms and 2 bathrooms that will be sold at or below 100% of the AMI affordability level (which as of the date of this Agreement, would be approximately \$220,000 based on an income of \$60,200) (“AMI-accessible units”). To ensure that the AMI-accessible units remain affordable after the initial sale, Owner will work with the City to develop a program (“Affordability Plan”) to make the AMI-accessible units permanently affordable consistent with the definition of Permanent Affordability in the Zoning Code through a land trust program administered by the City of Flagstaff. The Affordability Plan must be in place prior to the first final plat that contains residential uses. The parties acknowledge that restrictions on lending and market conditions could require that the terms of the Affordability Plan evolve over time. Further, this Agreement may require amendment if permanently affordable AMI-accessible units remain unsold or unoccupied after an extended period of time due to market, financing or other external conditions.

The location of the units will be determined as the parcels are platted, and it is intended that they be located within the MR and HR zoning districts and disbursed throughout the first three phases of development, the final location of which is subject to the Owner’s sole and absolute discretion. The intent of this program is for the units to blend in with the surrounding lots and the Owner does not plan to identify the units involved, nor cluster them. Rather, Owner intends to keep them distributed throughout the blocks they fall within to the extent feasible. Once

designated, the Owner will work with the City to implement the Affordability Plan to ensure that the buyers meet ownership and income eligibility requirements within reasonable time frames established by Owner to coincide with the development of the balance of the parcel.

5.3 Commercial Development. The Commercial Services may be converted to residential development, subject to both a PRD option and Conditional Use Permit under Table 10-40.30.040B of the Zoning Ordinance. If the property is developed residentially the Resource Preservation requirements will be changed to comply with the residential development standard requirement of 47.5% or as otherwise provided for in the Zoning Ordinance. Any commercial buildings within the Commercial Services parcel will have four-sided architecture, including display windows or other exterior wall treatments along the street frontage(s) designed to provide street-level visual interest and provide compatibility with the surrounding residential development.

5.4 Outdoor Lighting Plan. Upon completion of the incorporation of the Annexed Property into the City's municipal boundaries, Owner acknowledges that the City's requirements within Zone 1, per Section 10-50.70 of the Zoning Ordinance, included as **Exhibit E** will impose certain restrictions related to lighting on the Property ("Zone 1 Requirements"). The Owner has built upon the Zoning Ordinance requirements to prepare a unique set of Dark Sky Standards that will apply to all development on the Property through the implementation of Conditions, Covenants & Restrictions ("CC&Rs"), as provided for in Section 5.5 below. A complete list of the standards and concepts that the Owner will record against the Property to supplement the Zone 1 requirements are provided in **Exhibit F** (the "Project Lighting CC&Rs"). The Project Lighting CC&Rs will be administered by the HOA for the Property and included in the master CC&Rs. Further, the CC&Rs will have special amendment criteria that limit the future Homeowners' Association's ("HOA") ability to process amendments to the Project Lighting CC&Rs without City Council approval.

5.4.1 Lumen Caps. Single family homes will be limited to a total of 1350 lumens and can only be exceeded with the use of motion sensors on fixtures such that the non-motion sensor light fixtures do not exceed the 1350 lumen limit. These additional limits set shall not be interpreted to allow the current limits of the City of Flagstaff Zoning Code, Division 10.50.70 to be exceeded for multi-family residential development in any zone.

5.4.2 Fully Shielded Fixtures. Exterior lighting on all residential structures shall be fully shielded fixtures to be installed a minimum of five feet from the nearest edge of a canopy or overhang. Where not feasible or practical a fully shielded fixture with a motion sensor shall be utilized.

5.4.3 Lighting Source. All outdoor lighting will use either low-pressure sodium (LPS) or narrow-spectrum amber LED except for lighted entry monuments or other Class 1 lighting applications.

5.4.4 Lighting Curfews. For any commercial development within Block 12, lighting fixtures exempted from the existing curfews imposed by the City of Flagstaff Zoning Code shall only be motion sensor fixtures.

5.5 Community Identification Signs. Owner may construct and maintain community identification signs in accordance with the Division 10-50.100 of the Flagstaff Zoning Code. Owner may not lease any community identification signs to third parties or use the signs for any purpose other than community identification.

5.6 Homeowners' Association. Prior to the submittal of the first application for a residential building permit to the City and pursuant to a declaration of CC&Rs by the Owner, the Owner shall form a master Homeowners' Association ("HOA") that governs the single-family residential portion of the Property.

5.6.1 Homeowners' Association Responsibilities. The CC&Rs will incorporate the requirements of this Agreement and further provide that either the HOA, a sub-association, or the Owner (until such time as Owner, as "Declarant," relinquishes control of the HOA to the property owners, as provided in the CC&Rs) shall maintain the private trails, drainage facilities, landscaping within rights-of-way, medians, bridge abutment fascia, and private open spaces, and private common areas within the Property. The HOA will require homeowners to maintain the individual on-lot LID features through the CC&Rs.

6. Resource Protection Plan. The Property contains natural resources that warrant its inclusion within the City's Resource Protection Overlay as provided for in the CZP Ordinance. In connection with the Preliminary Block Plat submittal for the Property, a Natural Resource Protection Plan was prepared by Woodson Engineering & Survey dated July 13, 2016 that contains the approved resource protection strategy for the Property (the "NRPP"). The City agrees that the NRPP will govern future plat submittals for the individual development parcels. The relocated 50-foot wide APS corridor, located in McAllister Ranch Road, will be excluded from the resource protection calculations as a regional utility corridor.

7. Infrastructure Plan. The City and Owner acknowledge that the Project will include certain infrastructure improvements, including drainage, water, sewer, and traffic circulation plans for the infrastructure (such infrastructure improvements hereinafter collectively referred to as the "Infrastructure Plan"), and that the following impact analyses are approved in connection with the CZP and applicable to the Project:

- Water and Sewer Impact Analysis, dated November 3, 2015 ("WSIA")
- Traffic Impact Analysis, dated ~~June 24~~ ~~March 22~~, 2016 ("Traffic Study")
- Preliminary Drainage Report and Drainage Impact Analysis, dated March 10, 2016, and its addendum, dated August 16, 2016 (collectively the "DIA")

Except as otherwise provided in this Agreement and subject to the Rules and any changes to the Rules permitted by Section 3, so long as Owner proceeds with the development of the Property, Owner may implement and phase the infrastructure improvements to the Property in conformance with the Preliminary Block Plat, including the Infrastructure Phasing Plan provided as Appendix 5 to the CZP, and City agrees that the required infrastructure improvements for the Project are limited to those detailed in this Agreement and the Preliminary Block Plat.

7.1 Infrastructure Plan Amendment. The City and the Owner acknowledge that amendments to the approved Infrastructure Plan and/or Infrastructure Phasing Plan may be necessary from time to time to adapt to the actual number of units platted within the Property and identified uses. The Owner and the City agree that any such amendments shall be incorporated by this reference into this Agreement with the same force and effect as if set forth herein and shall not require corresponding amendment to this Agreement.

7.2 Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the Property, the Owner shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with the Rules and all other applicable rules, regulations, construction standards, and governmental review processes, all portions of the Infrastructure Improvements that relate to the phase or portion of the Property to be developed by Owner at any given time subject to approved civil plans. Owner shall cause the Infrastructure Improvements to be constructed and installed in a good and workmanlike manner and in compliance with the Rules and all other applicable requirements, standards, codes, rules or regulations of the City.

7.2.1 Owner, its agents, and employees, shall have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to facilitate such construction, or to perform necessary maintenance or repairs of such public Infrastructure Improvements. Owner's use of such easements and rights-of-way, pursuant to an encroachment permit, shall not impede or adversely affect the City's use and enjoyment thereof.

7.2.2 Owner shall restore such City easements and rights-of-way, used pursuant to the encroachment permit, to their condition prior to Owner's entry upon completion of such construction, repairs, or maintenance. Owner, its agent, and employees, also shall have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the City right-of-way not used for vehicular travel.

7.3 Infrastructure Assurance. The parties hereto acknowledge and agree that the City, prior to recording the final plat for each subdivision or issuance of a permit for the commencement of construction in connection with non-subdivision development, shall require the Owner and/or its designees, grantees or buyers under contract, to provide appropriate assurances in such form and amount as required by the Rules to assure that the installation of Infrastructure Improvements within that subdivision or other Infrastructure Improvements directly related to such building permit or permits will be completed ("Infrastructure Assurance"), except for infrastructure improvements detailed below in Sections 8.6.1.1 and 8.6.1.2. In such case, the Owner may elect, with the approval of the City, which approval shall not be unreasonably withheld, any one or combination of the following methods of Infrastructure Assurance. All assurances provided by the Owner shall comply with the applicable provisions of the City's subdivision ordinance relating to such assurances. The options, in forms reasonably acceptable to the City (each, an "Acceptable Assurance"), are as follows:

7.3.1. Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the City a performance bond; or

7.3.2 Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the City an irrevocable and unconditional letter of credit which, if necessary, will be acknowledged by the City in accordance with the appropriate lender's requirements; or

7.3.3 A letter of financial assurance from Owner's lender or the lender of Owner's assignees, designees, grantees and purchasers under contract; or

7.3.4 Dual Beneficiary Letter of Credit from a recognized financial institution acceptable to the City; or

7.3.5 Cash or certified check, which may be deposited into an escrow account and administered through an escrow agreement between the parties; or

7.3.6 Such other assurance mechanism as may be approved by the City in the exercise of its sole and absolute discretion.

Once the Owner required Infrastructure Assurances have been complied with, the Owner (or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the City, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other form of Acceptable Assurance, as set forth above. If a discrete and self-sustaining portion of the Infrastructure Improvements for which an appropriate assurance has been delivered is dedicated to and accepted by the City, the City agrees to release, within twenty (20) days from such acceptance by the City, the portion of the assurance that relates to the Infrastructure Improvement so completed. The City agrees that within twenty (20) days from the City acceptance of the particular completed Infrastructure Improvements for which the City has required and the Owner has provided Infrastructure Assurance, the City shall release such Infrastructure Assurance, in whole or in part as may be appropriate under the circumstances, in the manner provided in the Rules.

7.4 Necessary Easements. It shall be a condition precedent to the obligation of Owner to construct the Public Infrastructure herein specified or otherwise required to service the Property, that Owner shall have obtained any and all easements, rights of entry, and/or other use rights on or about all real property other than the Property upon, through or under which will be installed all or any portion of said Public Infrastructure, as useful or necessary for Owner to enter and to properly perform all activities incident to Owner's construction obligations hereunder (collectively, the "Easements"). Owner shall use reasonable efforts to obtain the Easements; provided, however, that if despite the exercise of such reasonable efforts, Owner is unable to obtain any necessary Easements, the City upon request by Owner shall obtain said necessary Easements through the City's power of condemnation and the obtaining of immediate possession, all in accordance with applicable law. Such costs of obtaining the Easements (including, without

limitation, the costs of condemnation including legal fees and court costs) shall be paid by Owner and shall be included in the costs of any and all Public Infrastructure for which Owner is entitled to a reimbursement, as hereinafter specified.

7.5 Rights-of-Way Dedication. All right-of-way dedications required within the developing phase of the Property will be completed in conjunction with the Final Plat or Block Plat, whichever comes first

7.5.1 Right-of-Way Acquisition. Owner shall be responsible for acquiring the right(s)-of-way necessary for all required public improvements through good-faith negotiation with the property owner. Owner shall follow the requirements in Title 12 of the Arizona Revised Statutes for acquisition of the property as if the Owner was a government entity obtaining property by eminent domain. Owner will work with the City's Real Estate Manager from the beginning of the negotiation process to ensure compliance with stature and to expedite the process. If the Owner is unable to acquire the right(s)-of-way within a reasonable timeframe and after the exercise of reasonable diligence, then Owner shall request in writing that the City initiate eminent-domain proceedings to acquire the right(s)-of-way. The City shall be the arbiter of whether or not the Owner has exhausted its ability to negotiate with the property owner, but shall be reasonable in its judgment. Once the City has determined that the Owner has exhausted its ability to negotiate with the property owner, the City shall promptly proceed in accordance with the state's eminent domain laws, (ARS 12-1111, et. Seq.) and use its best efforts to expedite acquisition. Owner must provide funding for all costs of such acquisition, including the fair-market value of the subject property, severance damage, cost to cure, appraisal costs, expert witnesses, legal costs including attorney's fees, and City staff and administrative costs, as the City may deem necessary and appropriate.

8. Water & Sewer Improvement Requirements

8.1 Water & Sewer Impact Analysis. Owner shall adhere to all of the requirements of the WSIA dated November 3, 2015, prepared by Civil Design & Engineering, Inc. for City of Flagstaff Utilities Department except as modified herein.

8.2 On-Site Water & Sewer Improvements Phasing. As identified in the WSIA and Preliminary Block Plat, construction of On-Site Water and Sewer Improvements shall be phased appropriately as provided for in this Agreement to ensure stand-alone water and sewer availability within each Phase. All phased on-site water and sewer infrastructure shall be designed and built in accordance with the City of Flagstaff Engineering Standards and Arizona Department of Environmental Quality. The Owner is required to dedicate the entire sewer line easement through the Property with the final plat of Phase 1. Owner will not be required to post assurances for sewer infrastructure beyond Phase 1, with the dedication of the entire easement.

8.3 On-Site Water & Sewer Improvements Requirements. Owner agrees to provide all on-site water and sewer systems required to support the overall development plan, including a 12" diameter looped water system from W Route 66 to Woody Mountain Road. Each of the development blocks will be connected to the water main within the collector roadway. The water

system will be extended in coordination with the phasing and as need for individual parcels. Owner agrees to provide a new 8" PVC waterline connection to the eastern boundary as part of the development of Block 2 as shown on the Preliminary Block Plat. All required improvements must be completed and accepted by the City prior to the issuance of any certificates of occupancy for the Project.

8.4 Water System Improvement Requirements.

8.4.1 The City has allocated up to 420,000 GPD for the development. In order to exceed the City's water allocation of 420,000 GPD, Owner shall, at its own expense, install Well Systems required in the WSIA (adjusted to 260.5 gpm based on the 1300 residential unit cap) to ultimately meet the Project's average daily usage requirements at full build out and dedicate the Well Systems to the City. The portion of the Well System required to allow development over 420,000 GPD, must be operable prior to Owner obtaining any building permit for Unit(s) that will exceed the water demand of 420,000. If the Owner changes its plans for development such that more water is required than currently forecast, Owner must update the WSIA and amend this Agreement accordingly. The City may withhold any and all building permits until the Owner complies with this provision.

The Parties further agree as follows:

8.4.1.1 Well System Sites. Each well site shall be located on a parcel of land no smaller than 150' x 150', and the Parties agree to evaluate and select well sites. If necessary, Owner agrees to obtain any necessary easements from third parties to connect the well to the existing City infrastructure, and dedicate these easements to the City before the first permit for construction of the water-distribution system; easement must be at least 20-feet wide to allow for well operation and maintenance. The City shall not require Owner to obtain easements over City-owned properties that contain well sites. The City shall grant any required temporary-construction easements on City property at no cost to the Developer.

8.4.1.2 Construction Standards. Owner shall construct the Well System in accordance with all City, State, and Federal rules and regulations.

8.4.1.3 Cost Sharing. If the Well System production exceeds what is necessary to meet the Property's water demand at full build out, the City agrees to share in the proportionate cost of the design and construction of the Well System. The proportionate cost is based dollars per gallon for the Well Systems' excess production as compared to the Project's total water demand at full build-out. A simple example of the calculation is as follows: If the well produces an average of 500 gallons per minute, and if the Owner is required to provide 100 gallons per minute, the City would be responsible for paying for the difference, or 400 gallons per minute. In this instance, the City would pay for 80% of the design and construction of the Well System. If the City's financial responsibility is \$250,000.00 or less, the City shall pay the Developer within 180 days after written

demand, which may only occur after the well has been constructed and the City concurs that there is excess production. If the City's financial responsibility is over \$250,000.01, then the City is not responsible for paying its proportionate share until the payment is approved in the current year's capital improvement plan.

8.5 Off-Site Sewer Improvement Requirements.

8.5.1 Increased Sewer Capacity. The Parties agree that pursuant to the WSIA, the Project will create the need for Off-Site Sewer Improvements, specially identified below. Owner acknowledges that modifications to the existing sewer collection system are required as part of this project as the existing downstream sewer collector system is not adequate for the proposed development. Prior to the issuance of the first building permit, the following off-site sewer modifications must be completed and accepted by the City.

8.5.1.1 The replacement of the 8" sewer line connecting manholes 2A-422 and 2A-360 with an 18" diameter pipe. This reach is approximately 3,100 feet in length and runs along Thompson Street and West Kaibab. This is a planned City project that is budgeted for fiscal year 2021. The City agrees to reimburse the Owner for the cost of the design and construction of this sewer improvement. Owner has requested that the City move the project to fiscal year 2020 (reimbursement available July 1, 2019) subject to approval by the Flagstaff City Council.

8.5.1.2 The installation of approximately 5,170 feet of sewer line to connect MH 2A-472 at the existing Adirondack Avenue 18" sewer interceptor line for this drainage basin through manhole #18, which is approximately 300 feet north of W Route 66. The line must be upsized to an 18" sewer line as the result of the additional load and to accommodate future load. Infrastructure improvements shall include the sewer line, manholes and any other incidental utility improvements necessary for construction. The City is scheduled to construct this sewer extension in fiscal year 2017. Should the Owners construct the sewer line in advance of the City, the City agrees to reimburse the Owner the cost of the improvements unless the City's Core Facilities project is terminated, in which case the Owner will only receive upsizing contributions for the difference between an 8" and an 18" sewer line.

8.5.2 Sewer Line Design and Construction Standards. The design and construction of the above Off-Site Sewer Improvements, and shall do so in accordance with all City, State, and Federal rules and regulations.

9. Stormwater Drainage Impact Analysis.

9.1 Drainage Mitigation. Owner agrees to mitigate the Project's identified drainage impacts in accordance with the DIA and ensure maintenance of individual on-lot LID features.

9.2 New Impact Analysis. Pursuant to the conditions of the Concept Zoning Map Amendment a new Drainage Impact Analysis must be submitted and approved for the eastern side of the property if all drainage flows cannot be directed towards the westerly drainage corridor.

10. Road Improvement Requirements.

10.1 General Off-Site Roadway Improvements. The Owner provided a Traffic Impact Analysis (“Traffic Study”) to determine the necessary traffic mitigation for the Project. The Parties agree that the Owner’s traffic mitigation will be accomplished in two ways: 1. Owner will be solely responsible for the design and construction of certain Off-site Roadway Improvements in Phase 1 as identified below; 2. Owner may make a cash contribution to the City toward additional Off-site Roadway Improvements in Phase 3 as described in Section 10.4 below.

10.1.1 Construction Standards. Owner agrees to construct all of the On-site and Off-site Roadway Improvements in accordance with all applicable City, State, and Federal rules, regulation, and design standards.

10.1.2 Construction Timing. All Phase 1 On-site and Off-site Roadway Improvements shall be substantially completed in accordance with the Section 13-10-013-001 of the Engineering Design and Construction Standards and Specifications constructed and accepted by the City prior to issuance of the first building permit in Phase 1. To obtain building permits in Phases 2, 3, and 4, the remaining improvements for each individual phase must be constructed and accepted. ~~All Phase 1 Off-site Roadway Improvements shall be completed prior to the issuance of the first certificate of occupancy [TAI].~~

10.2 On-site Roadway Improvements. On-site Roadway Improvements shall consist of all internal roadway construction including but not limited to curb, gutter, sidewalks, pedestrian ways, FUTS trails, bicycle ways, medians, and turn lanes. On-site Roadway Improvements include all property frontage improvements along West Route 66 and Woody Mountain Road.

10.3 Phase 1 Off-site Roadway Improvements. The Parties agree that the Traffic Study has identified the Phase 1 need for improvements at two City intersections, as described below.

10.3.1 Woodlands Village Boulevard and W. Route 66. Phase 1 Improvements include the modification of the northbound Woodlands Village left turn lane/median to 250 feet or more of storage, final storage length to be worked out at final design.

10.3.2. Woodlands Village Boulevard & University Avenue. Phase 1 Improvements include the addition of an exclusive/permitted left turn phasing to both eastbound and westbound approaches.

10.4 Additional Contributions for Future Roadway Improvements. As provided in the September 9, 2016 letter from ADOT, ADOT and the Owner has agreed to certain phasing and improvements, as well as a mechanism by which a cash contribution may be paid to the City prior to the acceptance of the Phase 3 block plat infrastructure improvements. This contribution is subject to the financial assurance under Section 7.3 required for the recordation of the final block

plat for Phase 3. The cash contribution will be \$1.5 million dollars (Owner's approximate proportional share for all off-site roadway improvements) minus the amount of the Owner's actual cost (limited to the following items: _____, and any other cost as approved by the City Engineer and will be established within days of acceptance by City and ADOT) of the off-site roadway improvements for Phase 1 in relation to Route 66 transportation corridor (excluding the improvements referenced above in section 10.3.2 of this Agreement). However, should the Phase 1 improvements exceed \$1.5 million dollars no cash contribution will be given to the City and Owner will not make any additional contributions to future roadway improvements and Owner shall be solely responsible for all costs exceeding the \$1.5 million dollars. The City intends to utilize this cash contribution in partnership with ADOT to improve the West Route 66 corridor between Flagstaff Ranch Road and Milton Road.

11. Additional Conduit. Owner has agreed at the time of Phase 1 infrastructure construction to install an additional conduit so that APS can provide three-phased power to the north side of Route 66 at Alvin Clark Way to support the Core Facilities Project and installation of a new well pump.

12. Infrastructure Financing.

12.1 Impact Fees. Subject to the provisions of this Agreement and to the extent permitted by law, Owner agrees to pay all current and future enacted impact fees provided such impact fee is generally and uniformly applicable to the City and is consistent with the provisions of A.R.S. § 9-463.05 if such fee is charged by the City at the time of construction permit issuance. The City of Flagstaff does not currently have adopted utility impact fees. Notwithstanding any contrary provision of this Agreement, if Owner provides, dedicates or pays for any public sites or public infrastructure, the value or costs of which are included as a component of an impact fee pursuant to A.R.S. § 9-463.05, Owner shall receive a credit equal to the value or cost of such public site or infrastructure (the "Impact Fee Credit"), to be applied in lieu of existing or future impact fees imposed by the City which relate to or otherwise apply to the Property. In no event may the Impact Fee Credits in each category of impact fees exceed the actual impact fees paid or to be paid by or in connection with development on the Property. Wherever this Agreement provides that Owner shall be entitled to an Impact Fee Credit against any impact fee imposed by the City, the Impact Fee Credit shall be credited to Owner in increments equal to one hundred percent (100%) of the particular impact fee otherwise applicable to each building permit issued with respect to a home or building or structure to be constructed on the Property, up to the maximum total credit provided for in this Agreement.

12.2 Reimbursement for Oversizing that Benefits Other Properties. The parties acknowledge that if Owner provides or pays for any dedicated public sites or public infrastructure that will directly benefit property or developments other than the Property and the developments thereon, and Owner may seek reimbursement pursuant to City Code Chapter 7-08.

13. City Services. Upon the Effective Date for the Annexation Property, City shall include the Property in the City's municipal service area and, upon completion of the construction and installation of the necessary Infrastructure Improvements by Owner as provided in or as required by this Agreement and the Rules, the City shall provide to the Property such utility and other

services in a manner that is similar to that by which the City provides such utilities and services generally to the residents of similarly situated property in the City, including sewer, water, garbage, fire and police, provided that Owner has constructed and installed the necessary Infrastructure Improvements as provided in or as required by the Rules and the Infrastructure Improvement Schedule. The City agrees to assess and collect user fees or rates for each municipal utility service provided by the City consistent with the fees or rates established by the City and applied for other similarly-situated property and projects (residential property and projects greater than five acres) in areas of the City receiving similar municipal services. Failure by the Owner to promptly pay any amount owed, including but not limited to the obligations set forth in this Section 9, will constitute a breach of this Agreement and the City may collect such amounts owing by utilizing the remedies set forth this Agreement, and further may withhold the issuance of building permits for improvements on the Property until such amount is paid.

14. Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been given if (1) delivered to the party at the address set forth below during normal business hours, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, with sufficient postage, or (3) given to a recognized and reputable overnight delivery service, to the address set forth below, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

To City:

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

To Owners:

Walter Crutchfield
VP 66 & Woody Mountain, LLC
2502 E. Camelback Road, Suite 214
Phoenix, AZ 85016

Notices will be deemed received (1) when delivered to the party, (2) three business days after being sent by U.S. mail, certified and return receipt requested, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized and reputable overnight delivery service.

15. General Provisions.

15.1 Further Assurances. Each party, promptly upon the request of the other, will take such further actions and will execute, acknowledge and deliver to the other any and all further instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

15.2 Successors and Assigns. All of the provisions hereof will inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. § 9-500.05(D), except as provided below. Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the official records of Coconino County, Arizona, expressly

assigning such rights and obligations. All rights and obligations of the Owner under this Agreement will constitute covenants that run with the land and will be binding on all of the Owner's respective successors and assigns, except as provided in Section 1.5.

15.2.1 Notwithstanding the foregoing, the City agrees that each Owner's ownership, operation, and maintenance obligations provided by this Agreement may be assigned to HOA(s) to be established by the respective Owner. Owner individually agrees to provide the City with written notice of any assignment of an Owner's rights or obligations within a reasonable period of time following such assignment.

15.2.2 Notwithstanding any other provisions of this Agreement, any Owner may assign all or part of its rights and duties under this Agreement to any financial institution from which such Owner has borrowed funds for developing the Property or a portion thereof.

15.3 Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the parties.

15.4 Modification of Agreement. This Agreement may be amended at any time by written amendment executed by and between the City and the Owner of the portion of the Property which is the subject of any such amendment. The balance of the Owners need not execute any such amendment for any such amendment to be effective, so long as such amendment does not alter the Applicable Rules for any portion of the Property owned by others. Where the amendment alters the Applicable Rules for Property owned by another party, that Owner must be a party to that amendment. All amendments to this Agreement must be recorded in the official records of Coconino County, Arizona, within ten (10) days following execution, as required by A.R.S. § 9-500.05(D).

15.5 Default. Failure of a party to perform a material obligation of this Agreement shall constitute a breach by that party of this Agreement and, if the breach is not cured within thirty (30) days after written notice thereof from the other party (the "Cure Period"), shall constitute a default under this Agreement provided; however, that if the failure is such that more than thirty (30) days would be reasonably required to perform such action or comply with any term or provision thereof then the breaching party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said 30 day period and diligently proceeds to complete such performance or fulfill such obligation. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all the rights and remedies that may be available under law or equity, including the right to institute an action for damages. Any Owner not in default shall not be liable under this Section for the default of any other Owner.

15.6 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Nothing in this Agreement shall constitute or be deemed to be a waiver by an Owner of its right to request future rezonings or changes in development standards for all or any

portion(s) of the Property pursuant to City procedures and requirements existing at the time of the request. Nothing in this Agreement shall be deemed to be a waiver by the City of the right to act, by approval or denial, on such rezoning or change. Further, nothing in this Agreement shall constitute or be deemed to be a waiver or relinquishment by an Owner of its rights to continue nonconforming uses of all or any portion(s) of the Property which may exist, or have existed, as of the date of this Agreement, subject to legal principles applicable to such non-conforming uses.

15.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which will constitute one and the same agreement.

15.8 Terms. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person may in the context require; and the word “person” or “party” will include a corporation, limited liability company, firm, partnership, proprietorship, or other form of association.

15.9 Descriptive Headings. The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

15.10 Construction of Agreement. This Agreement has been arrived at by negotiation and will not be construed against either party or against the party who prepared the last draft.

15.11 Recordation and Effect. This Agreement will be recorded by the City in its entirety, inclusive of all exhibits, in the official records of Coconino County, Arizona, as required by A.R.S. § 9-500.05(D).

15.12 Governing Law. This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Arizona.

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

15.14 Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

15.15 Authorization. The execution and performance of this Agreement has been duly authorized by all necessary laws, resolutions, or corporate actions of the respective parties. The parties to this Agreement represent and warrant that the persons executing this Agreement have full authority to bind the respective parties.

15.16 Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, will not be affected

thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law.

15.17 Exhibits. All exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

15.18 Dispute Resolution. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure.

15.18.1 Mediation Procedure. Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties.

15.18.1.1 Commencement of Mediation. Either party may refer the dispute to mediation by sending by U.S. mail, certified and return receipt requested, to the other party or parties a written notice (the "Mediation Notice") calling on the other party or parties to proceed to mediation. The party or parties who have received a Mediation Notice will contact the party calling for mediation 7 days from receipt of the Mediation Notice to confirm receipt of the Mediation Notice and to begin the mediator selection process.

15.18.1.2 Mediator Selection. Unless the parties agree otherwise, the parties will select the mediator(s) from the roster of attorney mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. If the parties are unable to agree upon a mediator within 10 business days of the confirmation of receipt of Mediation Notice, each party will independently inform the Director of the Alternative Dispute Resolution Program of the Coconino County Superior Court (the "Director") of three attorney mediators from that roster that are acceptable to the party, and further, inform the Director of any preference as to matters such as whether co-mediation is preferable, mediation style, subject matter expertise, or other factors pertinent to the case. The Director will then select one or more attorney mediators from the parties' lists or such other attorney mediator(s) from the above noted roster as the Director may deem, in the Director's sole discretion, appropriate under the circumstances.

15.18.1.3 Fees and Costs. Each party agrees to bear its own fees and costs in mediation. The parties will enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The parties will share equally the mediators' fees and mediation expenses.

15.18.1.4 Subsequent or Contemporaneous Contracts. The parties will include this provision in all subsequent or contemporaneous contracts relative to this matter, absent specific written agreement of the parties otherwise.

15.18.1.5 Participation in Mediation. The parties agree to encourage participation in mediation by all relevant parties. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation.

15.18.1.6 Waiver. This section does not constitute a waiver of the parties' rights to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

15.19 Venue and Attorneys Fees. Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court or in the United States District Court for the District of Arizona, if appropriate under 28 U.S.C. § 1331. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party, as well as expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" will mean the reasonable fees and expenses of in-house and outside counsel to the parties hereto, which may include reasonable printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons performing services under the supervision of an attorney, and the reasonable costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section will survive the entry of any judgment, and will not merge, or be deemed to have merged, into any judgment.

15.20 Negation of Partnership. The parties specifically acknowledge that the Project will be developed as private property, that no party is acting as the agent of any other party in any respect, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement are intended to create a partnership or other joint enterprise between the parties.

15.21 No Obligation to Develop Property. Except as expressly set forth in this Agreement, neither the City nor any Owner will be required to complete any part or all of the development of the Property.

15.22 No Third Party Beneficiaries. The City and Owner acknowledges and agree that the terms, provisions, and conditions of this Agreement are for the sole benefit of, and may be enforced solely by, the City and Owner, and none of the terms, provisions, conditions, and obligations are for the benefit of or may be enforced by any third party.

15.23 Compliance with All Laws. Owner will comply with all applicable Federal, State, County and City laws, regulations and policies.

15.24 Recitals. The Recitals set forth above are incorporated in this Agreement by reference as though fully restated.

16. Waiver of Claim for Diminution in Value. Each Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that the Owner may have, now or in the future, for any “diminution in value” and for any “just compensation” under the Private Property Rights Protection Act, codified in A.R.S. §§ 12-1131 through 12-1138, (the “Act”) in connection with the application of the City’s existing land use laws and including Ordinance No. 2016-39 regarding the Property (collectively, the “Laws”). This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Laws with regard to the subject Property. Owner agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney’s fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney’s fees or costs under the Act that they may have, as a result of the application of the Laws upon the Property.

17. Estoppel Certificate. Any Owner may request of the City Manager, and the City Manager shall, within thirty (30) calendar days, respond and certify by written instrument to the requesting party that (a) the CZP Ordinance is unmodified and in full force and effect, or if there have been modifications, that the CZP is in full force and effect as modified, stating the nature and date of such modification; (b) there is or is not a default under the CZP or this Agreement and the scope and nature of the default; and (c) the City has or does not have any existing or pending legal or equitable claims against any party with an ownership interest in the Property. In the event an Owner has not received an estoppel certificate within thirty (30) days from the date of the request, then in such event, that Owner shall be entitled to prepare an estoppel certificate and deliver the certificate to the City Manager, and such estoppel certificate shall be binding upon City.

[Signature page follows.]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representatives, and the other Owner has signed the same on or as of the day and year first above written.

**City of Flagstaff,
an Arizona municipal corporation
“City”**

**VP 66 & Woody Mountain, L.L.C.,
an Arizona limited liability company
“Owner”**

By:
Its:

Jerry Nabours, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

STATE OF ARIZONA)
COUNTY OF COCONINO)

ACKNOWLEDGMENT

On this _____ day of _____, 2016, before me, a Notary Public, personally appeared Jerry Nabours, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

Notary Public
My Commission Expires: _____

STATE OF ARIZONA)
COUNTY OF Maricopa)

ACKNOWLEDGMENT

On this _____ day of _____, 2016, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of VP 66& Woody Mountain, L.L.C., an Arizona limited liability company, for the purposes therein contained.

Notary Public
My Commission Expires: _____

LIST OF EXHIBITS

Exhibit A Legal Description of Property

Exhibit B Legal Description of Annexation Property

Exhibit C Concept Zone Plan

Exhibit D Concept Zone Plan Ordinance

Exhibit --- REMAINING EXHIBITS TO BE INCLUDED AS DRAFT PROCEEDS

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Charity Lee, Real Estate Manager
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Possible Adoption of Ordinance No. 2016-40: An ordinance of the Flagstaff City Council authorizing the acquisition of certain real property along the east side of Fourth Street for public right-of-way and approving Real Estate Purchase and Sale Contracts. (***Acquisition of public right-of-way for Fourth Street sidewalks***)

RECOMMENDED ACTION:

At the November 1, 2016, Council Meeting:

- 1) Read Ordinance No. 2016-40 by title only for the first time
- 2) City Clerk reads Ordinance No. 2016-40 by title only (if approved above)

At the November 15, 2016, Council Meeting:

- 3) Read Ordinance No. 2016-40 by title only for the final time
- 4) City Clerk reads Ordinance No. 2016-40 by title only (if approved above)
- 5) Adopt Ordinance No. 2016-40

Executive Summary:

September 29, 2015 Work Session, Council was supportive of the project and directed Staff to conduct open houses to notify the businesses and neighborhood.

April 5th, 2016 Council passed and adopted Ordinance 2013-10 authorizing the acquisition of real property for pedestrian ramps on Fourth Street at Third Avenue and at Dortha Avenue. In August, 2016 the property rights were acquired and recorded with the Coconino County Recorder's Office.

Staff has met with the property owners and business owners on various occasions, and have reached agreements for sale of the real property along the east side of Fourth Street for construction of a public sidewalk.

Financial Impact:

Right of Way Acquisition \$319,009.00

Additional estimated costs for the improvements:

Pavement Preservation Treatment	\$ 14,500.00
Restriping Parking Lot	34,800.00
Parking Lot Lighting	24,000.00
Landscaping	187,059.00
Street Lighting	137,760.00
Sidewalk Construction	391,629.00
TOTAL	\$1,094,257.00

These funds would come from the BBB Beautification Funds. Ordinance No. 2016-40 simply authorizes expenditure for acquisition of real property and other expenditures will be separately approved as part of other budget and/or contract approvals.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

- 1) Invest in our employees and implement retention and attraction strategies
- 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:

September 29, 2015 work session.

April 5th, 2016 Council meeting.

Options and Alternatives:

Approve the ordinance and purchase agreements to acquire real property for a public sidewalk along the east side of Fourth Street.

Not approve the ordinance and consider other pedestrian options.

Community Involvement:

- Inform
- Consult
- Involve
- Collaborate

Staff sent an extensive mailing to all the businesses and the residence of the Sunnyside area. An open house was held on November 19, 2015, staff received 5 comment cards, none from a business concern. Staff has met with the property owners and business owners and we are working to finalize a improvement design acceptable to all parties.

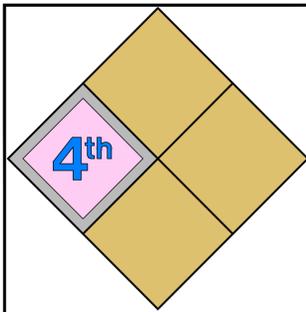
Attachments: Sidewalk Concept

Purchase Agreement with John Beamer

Ordinance 2016-40

4th Street Sidewalk Acquisition location map

Purchase agreement with Greenlaw Properties



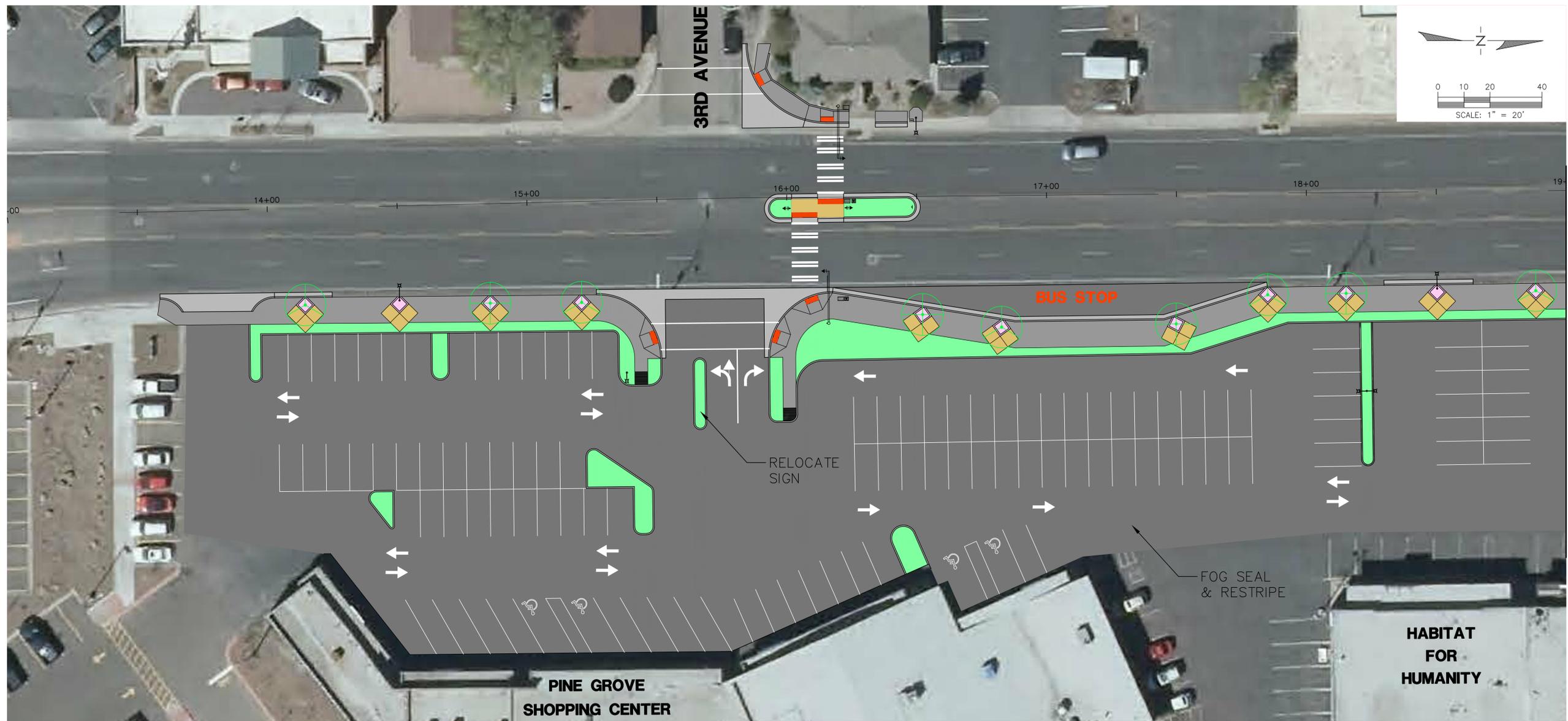
30%
PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING

115801

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

9/10/2015

4TH STREET
CORRIDOR CONCEPT
LAYOUT



CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

REVISIONS:		



WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

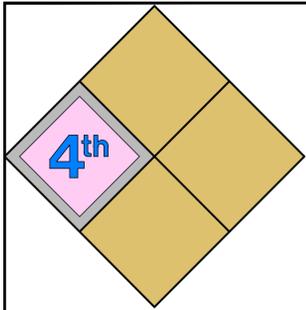
4TH STREET
CONCEPT

STATION
13+00 TO 19+00

HOR SCALE: 1" = 20'
VERT SCALE: NA
DATE: 5/20/15
PROJECT NO.: 115801
AGENCY NO.: COF
SHEET NO.: 1 OF 3

DESIGNED BY: RW
DRAFTED BY: RW
CHECKED BY: RAS

FN: CONCEPT SHEETS



**30%
PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING**

115801

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

9/10/2015

4TH STREET
CORRIDOR CONCEPT
LAYOUT



MATCHLINE STA 19+00

MATCHLINE STA 25+00

CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

REVISIONS:



WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
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PHONE: (928) 774-4636 FAX: (928) 774-4646

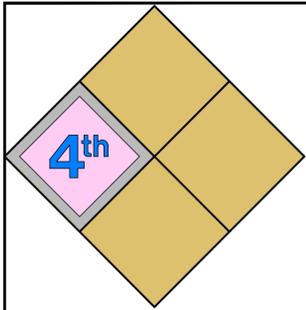
4TH STREET
CONCEPT

STATION
19+00 TO 25+00

HOR SCALE: 1" = 20'
VERT SCALE: NA
DATE: 5/20/15
PROJECT NO.: 115801
AGENCY NO.: COF
SHEET NO.: 2 OF 3

DESIGNED BY: RW
DRAFTED BY: RW
CHECKED BY: RAS

FN: CONCEPT SHEETS



**30%
PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING**

115801

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646



MATCHLINE STA 25+00

CHOI BUILDING

FOG SEAL & RESTRIPE

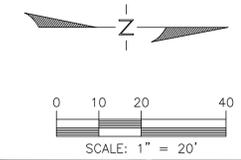
GREENLAW VILLAGE

FOG SEAL & RESTRIPE

SHELL GAS

7TH AVENUE

6TH AVENUE



9/10/2015

4TH STREET
CORRIDOR CONCEPT
LAYOUT

CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-STAKE-IT
1-800-782-5348
(OUTSIDE MARICOPA COUNTY)

REVISIONS:



WOODSON
ENGINEERING AND SURVEYING, INC.

124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

4TH STREET
CONCEPT

STATION
25+00 TO 31+00

HOR SCALE: 1" = 20'
VERT SCALE: NA
DATE: 5/20/15
PROJECT NO.: 115801
AGENCY NO.: COF
SHEET NO.: 3 OF 3

DESIGNED BY: RRW
DRAFTED BY: RRW
CHECKED BY: RAS

FN: CONCEPT SHEETS

REAL ESTATE PURCHASE AND SALE CONTRACT

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("Buyer" or "City") and John L. and Billie Faye Beamer Trustees ("Seller") hereby enter into this Real Estate Purchase and Sale Contract ("Contract").

1. Property. The City agrees to purchase, and Seller offers to sell, certain real property along the east side of Fourth Street, as legally described and depicted in the Exhibit, attached hereto ("the Property"). The City of Flagstaff is acquiring the Property for the construction of sidewalk.
2. Purchase Price for Property. The City agrees to pay Seller thirty-two thousand three hundred fifteen dollars (\$32,315.00).
3. Conveyance of Property. Seller shall convey the Property to the City by Special Warranty Deed.
4. Opening of Escrow; Closing. The City shall deposit the sum of one thousand dollars (\$1,000.00) deposit with Pioneer Title Agency, Inc. of Flagstaff, Arizona (the "Escrow Agent") to be applied against the Purchase Price at the Close of Escrow.

The Opening of Escrow shall be deemed to be the date on which the Deposit and a fully executed copy of this Contract are delivered to the Escrow Agent. The consummation of the transaction contemplated by this Contract ("Close of Escrow") shall occur on or before sixty (60) days after the Opening of Escrow. If Escrow Company or Recorder's office is closed on the scheduled closing date, Close of Escrow shall occur on the next day that both are open for business. Buyer, and Seller may accelerate the Closing Date upon mutual acceptance by both parties. The Closing shall occur at the offices of the Escrow Agent, or at such other place as Seller and Buyer may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to Seller by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.

5. Title. Within (5) days of Opening of Escrow, Escrow Agent shall deliver to the City and Seller a preliminary title report pertaining to the Property (the "Title Commitment"). On or before fifteen (15) days after receipt of the Title Commitment, the City shall notify Seller of any matters or exceptions shown on the Title Commitment, or on any documents identified in the Title Commitment as title exceptions, that are not acceptable to the City (the "Objections"). Any matters or title exceptions to which the City does not object within such time period shall be deemed to be acceptable matters. Mortgages, deeds of trust and other liens encumbering the Property shall be cleared at or before Closing by Seller. If the close of escrow occurs prior to January 1st, 2017, Seller shall pay all ad valorem and similar taxes and assessments relating to the Property in full for calendar year 2016 prior to Close of Escrow. If escrow closes after January 1st, 2017 such taxes shall be prorated.
6. Environmental Investigation. Seller hereby grants permission to the City to enter onto the Property to undertake inspections and investigations regarding the Property, which may include, but not be limited to, a physical inspection of the Property as well as any and all improvements, and as deemed reasonably necessary, a Phase I Environmental Assessment (scope to be determined by the City) at the City's expense. The City may choose and retain its inspectors without seeking approval of Seller. However, the City shall not undertake any invasive testing, such as drilling or trenching, without Seller's prior written consent, which consent shall not be unreasonably withheld. The City agrees to indemnify, defend and hold Seller harmless for, from, and against any personal injury and property damage claims arising out of City's exercise of the rights granted by this paragraph, this indemnity shall survive the Closing or the cancellation

of this Agreement. Seller acknowledges that City's participation in the performance of any Environmental Investigation or additional inspection will not create any liability for the City as to any Environmental Condition that may exist on the Property unless such condition is exacerbated by City's actions. Environmental Condition shall mean the presence, release, or threatened release into the environment (which includes air, soil or water) of a Hazardous Material. Hazardous Material means and includes any petroleum product and any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect, and asbestos or any substance or compound containing asbestos, PCBs, or any other hazardous, toxic, or dangerous waste, substance, or material, or any hazardous or regulated material, waste, substance, toxin, chemical, or pollutant as those terms are defined by federal, state or local law, rule, regulation, or statute. The City shall have 30 days to conduct all investigations commencing upon Opening of Escrow.

7. No Warranties by Seller. The City agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of repair, or prospects of the Property, or any other matter concerning the Property, in any respect.
8. Brokerage. The City and Seller warrant to one another that they have not dealt with any broker in connection with the sale of the Property. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of employment or alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract.
9. Closing Costs.
 - a. The City shall pay the premium for a standard ALTA owner's policy of title insurance with a limit of liability in the amount of the Purchase Price for the Property.
 - b. Other costs incurred in the transfers of the Property shall be paid in accordance with the customs of real estate transactions presently in effect in Coconino County, Arizona, as determined by the Escrow Agent.
10. Distribution of Proceeds upon Closing. The proceeds of the sale (Purchase Price less Closing Costs attributable to Seller) shall be distributed to Seller by the Escrow Agent. Seller is responsible for verifying accuracy of distribution of proceeds with the Escrow Agent and the City has no liability for any errors.
11. Construction of Sidewalk. The City at its expense shall construct a public sidewalk on the Property being sold or transferred to the City, per City of Flagstaff standards.
12. Sidewalk Maintenance. Seller, its successors, assigns, and/or tenants shall remain responsible for maintenance of public sidewalks to the extent required by the Flagstaff City Code as may be amended from time to time. See Flagstaff City Code Section 8-03-001-0004, *Removal of Snow and/or Ice*, and Chapter 8-0, *Sidewalks*.

13. Cure Period. A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within five (5) business days after delivery of such notice (Cure Period), the failure to comply shall become a breach of Contract.
14. Attorneys' Fees and Costs. If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.
15. Seller Remedies. In the event of default by the City, Seller's sole remedy shall be to cancel this Contract and to retain the Deposit, together with all accrued interest, as liquidated damages. Seller and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the City's default; that the amount of the Deposit paid by City is a reasonable estimate of the Seller's damages in case of City's default; that Seller shall retain said Deposit as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.
16. Buyer Remedies. In the event of default by Seller, the City shall have all remedies available at law including but not limited to specific performance.
17. Time of the Essence. The parties hereto expressly agree that time is of the essence with respect to this Contract.
18. Notices. Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

SELLER:

John L. and Billie Faye Beamer
3690 E. Sycamore Lane
Rim Rock, AZ. 86335

BUYER:

City of Flagstaff
Attn: City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
FAX (928) 779-7656

19. Governing Law. The laws of the State of Arizona shall govern the validity, construction, enforcement and interpretation of this Contract.
20. Severability. In the event that any phrase, clause, sentence, paragraph, section or other portion of this Contract becomes illegal, null or void or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Contract will not be affected thereby and will remain in force and effect to the fullest extent permitted by law.

21. Entire Contract. This Contract embodies the entire Contract of the parties. Any amendments hereto shall be in writing and executed by the parties hereto. All exhibits attached hereto are a part of this Contract for all purposes.
22. Successors in Interest. This Contract shall bind and inure to the benefit of Seller, the City, and their heirs, executors, administrators, successors and permitted assigns.
23. Survival of Closing. Each of the covenants, conditions, agreements and representations contained in this Contract shall survive the closing hereunder and the recordation of the Special Warranty Deed.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on the date set forth below.

SELLER:

By: _____

Date: _____

By: _____

Date: _____

STATE OF ARIZONA)

)ss

County of Coconino)

ACKNOWLEDGMENT. On this ____ day of _____ 2016, before me, a Notary Public, personally appeared **John L. Beamer**, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purposes therein contained.

Notary Public

My Commission Expires:

STATE OF ARIZONA)

)ss

County of Coconino)

ACKNOWLEDGMENT. On this ____ day of _____ 2016, before me, a Notary Public, personally appeared **Billie Faye Beamer**, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purposes therein contained.

Notary Public

My Commission Expires:

BUYER:

City of Flagstaff,
an Arizona municipal corporation

By: _____
Gerald W. Nabours, Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel described in Docket 1722, Page 350, Records of Coconino County, Arizona (RCC), situated in the southwest quarter of Section 12, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the southeast corner of that parcel described in Docket 615, Page 155, RCC, from which the southwest corner of said Section 12, a 3" diameter brass cap marked "ADOT HIGHWAY DIV.1978" in a handhole bears South 89°38'40" West, 35.24 feet to the west line of said Section 12, thence South 00°21'20" East, 152.50 along said Section line;

Thence North 00°59'05" East, 125.57 feet along the east line of said parcel to a point of curvature;

Thence northeasterly and southeasterly, 34.75 feet along the easterly line of said parcel, along the arc of a 22.00 foot radius curve, concave to the southeast, having a central angle of 90°29'37" to a set nail with tag marked "RLS 18215 LS 16630";

Thence South 50°53'24" West, 15.27 feet to a set nail with tag marked "RLS 18215 LS 16630";

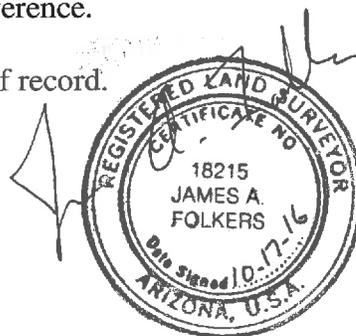
Thence South 00°59'05" West, 137.49 feet to a set nail with tag marked "RLS 18215 LS 16630" on the southerly line of said parcel described in Docket 1722, Page 350, RCC, and the northerly line of that parcel identified as Parcel 108-13-004 in Instrument No. 3652734, RCC;

Thence South 89°37'49" West, 10.51 feet along the south line of said parcel to the POINT OF BEGINNING.

CONTAINING 1,503 square feet (0.03 acres), more or less, as shown on the attached exhibit map which is made a part hereof by this reference.

SUBJECT to easements and other encumbrances of record.

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 116801



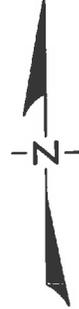
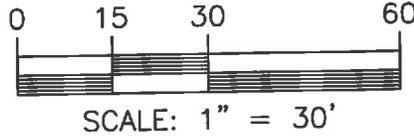
EXPIRES 12-31-2017

SEVENTH AVENUE

$\Delta=90^{\circ}29'37''$
 $R=22.00'$
 $L=34.75'$

$N50^{\circ}53'24''E$
15.27'

33'
DKT 615,
P 155



WEST LINE OF SECTION 12

FOURTH STREET

$N00^{\circ}59'05''E$ - 125.57'
 $S00^{\circ}59'05''W$ - 137.49'

DKT. 1722, P 350

SHADED AREA CONTAINS 1,503 SQ. FT.

33'
 $S89^{\circ}38'40''W$
35.24'

$S89^{\circ}37'49''W$
10.51'

$S00^{\circ}21'20''E$
152.50'



EXPIRES 12-31-2017

INST. NO. 3652734

SW COR SEC 12

DRAWN BY: JAF
DATE: 10-14-16
FN: 108-13-003
PROJECT NO.: 116801

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT MAP

ORDINANCE NO. 2016-40

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY ALONG THE EAST SIDE OF FOURTH STREET FOR PUBLIC RIGHT-OF-WAY AND APPROVING REAL ESTATE PURCHASE AND SALE CONTRACTS; PROVIDING FOR SEVERABILITY, DELEGATION OF AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff City Council considered the Fourth Street enhancement project on September 29, 2015 and desires to meet community surface transportation needs; and

WHEREAS, the City has identified certain real property located along the east side of Fourth Street crossing County Assessor Parcel Nos. 108-13-003, 108-13-004, 107-14-009A, 107-14-001D, 107-14-005C, 107-14-005D as an area appropriate for construction of a public sidewalk; and

WHEREAS, the City and property owners have reached agreements as to purchase such real property; and

WHEREAS, Article VII, Section 5 of the Flagstaff City Charter provides that the City acquire real property by ordinance.

ENACTMENTS:

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

SECTION 1. In General.

The Real Estate Purchase and Sale Contracts attached hereto are hereby approved, and the City of Flagstaff shall acquire the real property legally described therein.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the real property described in said Real Estate Purchase and Sale Contracts and to carry out the purpose and intent of this ordinance.

SECTION 3. Severability.

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

SECTION 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 _____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachments: Real Estate Purchase Contracts (2), with attached exhibits legally describing real property to be acquired



N FOURTH ST

E Seventh Ave

E Lakin Dr

N Postal Blvd

E ROUTE 66

Flagst
Junio
Acadal

REAL ESTATE PURCHASE AND SALE CONTRACT

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("Buyer" or "City") and Greenlaw Properties LLC ("Seller") hereby enter into this Real Estate Purchase and Sale Contract ("Contract").

1. Property. The City offers to purchase, and Seller agrees to sell, certain real property along the east side of Fourth Street, as legally described and depicted in the Exhibits, attached hereto ("the Property"). The City of Flagstaff is acquiring the Property for the construction of public sidewalk.
2. Purchase Price for Property. The City agrees to pay Seller the purchase price of two hundred eighty-six thousand six hundred ninety-four dollars (\$286,694.00).
3. Conveyance of Property. Seller shall convey the Property to the City by Special Warranty Deed.
4. Opening of Escrow; Closing. The City shall deposit the sum of one thousand dollars (\$1,000.00) deposit with Pioneer Title Agency, Inc. of Flagstaff, Arizona (the "Escrow Agent") to be applied against the Purchase Price at the Close of Escrow.

The Opening of Escrow shall be deemed to be the date on which the Deposit and a fully executed copy of this Contract are delivered to the Escrow Agent. The consummation of the transaction contemplated by this Contract ("Close of Escrow") shall occur on or before sixty (60) days after the Opening of Escrow. If Escrow Company or Recorder's office is closed on the scheduled closing date, Close of Escrow shall occur on the next day that both are open for business. The City, and Seller may accelerate the Closing Date upon mutual acceptance by both parties. The Closing shall occur at the offices of the Escrow Agent, or at such other place as Seller and the City may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to Seller by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.

5. Title. Within (5) days of Opening of Escrow, Escrow Agent shall deliver to the City and Seller a preliminary title report pertaining to the Property (the "Title Commitment"). On or before fifteen (15) days after receipt of the Title Commitment, the City shall notify Seller of any matters or exceptions shown on the Title Commitment, or on any documents identified in the Title Commitment as title exceptions, that are not acceptable to the City (the "Objections"). Any matters or title exceptions to which the City does not object within such time period shall be deemed to be acceptable matters. Mortgages, deeds of trust and other liens encumbering the Property shall be cleared at or before Closing by Seller. If the close of escrow occurs prior to January 1st, 2017, Seller shall pay all ad valorem and similar taxes and assessments relating to the Property in full for calendar year 2016 prior to Close of Escrow. If escrow closes after January 1st, 2017 such taxes shall be prorated.
6. Environmental Investigation. Seller hereby grants permission to the City to enter onto the Property to undertake inspections and investigations regarding the Property, which may include, but not be limited to, a physical inspection of the Property as well as any and all improvements, and as deemed reasonably necessary, a Phase I Environmental Assessment (scope to be determined by the City) at the City's expense. The City may choose and retain its inspectors without seeking approval of Seller. However, the City shall not undertake any invasive testing, such as drilling or trenching, without Seller's prior written consent, which consent shall not be unreasonably withheld. Buyer agrees to indemnify, defend and hold Seller harmless for, from, and against any personal injury and property damage claims arising out of City's exercise of the rights granted by this paragraph, this indemnity shall survive the Closing or the cancellation of this Agreement. Seller acknowledges that City's participation in the performance of any Environmental Investigation or

additional inspection will not create any liability for the City as to any Environmental Condition that may exist on the Property unless such condition is exacerbated by City's actions. Environmental Condition shall mean the presence, release, or threatened release into the environment (which includes air, soil or water) of a Hazardous Material. Hazardous Material means and includes any petroleum product and any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect, and asbestos or any substance or compound containing asbestos, PCBs, or any other hazardous, toxic, or dangerous waste, substance, or material, or any hazardous or regulated material, waste, substance, toxin, chemical, or pollutant as those terms are defined by federal, state or local law, rule, regulation, or statute. The City shall have 30 days to conduct all investigations commencing upon Opening of Escrow.

7. No Warranties by Seller. The City agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of repair, or prospects of the Property, or any other matter concerning the Property, in any respect.
8. Brokerage. The City and Seller warrant to one another that they have not dealt with any broker in connection with the sale of the Property. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of employment or alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract.
9. Closing Costs.
 - a. The City shall pay the premium for a standard ALTA owner's policy of title insurance with a limit of liability in the amount of the Purchase Price for the Property.
 - b. Other costs incurred in the transfers of the Property shall be paid in accordance with the customs of real estate transactions presently in effect in Coconino County, Arizona, as determined by the Escrow Agent.
10. Distribution of Proceeds upon Closing. The proceeds of the sale (Purchase Price less Closing Costs attributable to Seller) shall be distributed to Seller by the Escrow Agent. Seller is responsible for verifying accuracy of distribution of proceeds with the Escrow Agent and Buyer has no liability for any errors.
11. Construction of Sidewalk. The City at its expense shall construct a public sidewalk on the Property being sold or transferred to the City, per City of Flagstaff standards.
12. Sidewalk Maintenance. Seller, its successors, assigns, and/or tenants shall remain responsible for maintenance of public sidewalks to the extent required by the Flagstaff City Code as may be amended from time to time. See Flagstaff City Code Section 8-03-001-0004, *Removal of Snow and/or Ice*, and Chapter 8-0, *Sidewalks*.
13. Parking Lots. The City shall apply a pavement preservation treatment and restripe the Seller's parking lots located on the remaining property, parcel numbers 107-14-005D, 107-14-009A and 108-13-004 according to the final plan design as approved by the City of Flagstaff. This shall occur according to the contractor's timelines and after the construction of the sidewalk.
14. Signs. The City at its expense will relocate business signs if necessary or as determined per final design, from the Property and reconstruct onto the remaining property of the Seller.

15. Cure Period. A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within five (5) business days after delivery of such notice (Cure Period), the failure to comply shall become a breach of Contract.
16. Attorneys' Fees and Costs. If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.
17. Seller Remedies. In the event of default by the City, Seller's sole remedy shall be to cancel this Contract and to retain the Deposit, together with all accrued interest, as liquidated damages. Seller and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the City's default; that the amount of the Deposit paid by Buyer is a reasonable estimate of the Seller's damages in case of City's default; that Seller shall retain said Deposit as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.
18. Buyer Remedies. In the event of default by Seller, City shall have all remedies available at law including but not limited to specific performance.
19. Time of the Essence. The parties hereto expressly agree that time is of the essence with respect to this Contract.
20. Notices. Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

SELLER:

Greenlaw Properties LLC
3690 E. Sycamore Lane
Rim Rock, AZ. 86335

BUYER:

City of Flagstaff
City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
FAX (928) 779-7656

21. Governing Law. The laws of the State of Arizona shall govern the validity, construction, enforcement and interpretation of this Contract.
22. Severability. In the event that any phrase, clause, sentence, paragraph, section or other portion of this Contract becomes illegal, null or void or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Contract will not be affected thereby and will remain in force and effect to the fullest extent permitted by law.

23. Entire Contract. This Contract embodies the entire Contract of the parties. Any amendments hereto shall be in writing and executed by the parties hereto. All exhibits attached hereto are a part of this Contract for all purposes.
24. Successors in Interest. This Contract shall bind and inure to the benefit of Seller, the City and their heirs, executors, administrators, successors and permitted assigns.
25. Survival of Closing. Each of the covenants, conditions, agreements and representations contained in this Contract shall survive the closing hereunder and the recordation of the Special Warranty Deed.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on the date set forth below.

SELLER:

By: _____

Title: _____

Date: _____

STATE OF ARIZONA)

)ss

County of Coconino)

ACKNOWLEDGMENT. On this ____ day of _____ 2016, before me, a Notary Public, personally appeared **John L. Beamer**, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purposes therein contained.

Notary Public

My Commission Expires:

BUYER:

City of Flagstaff,

an Arizona municipal corporation

By: _____

Gerald W. Nabours, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM

City Clerk

City Attorney

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel identified as Parcel 107-14-005B in Instrument No. 3652734, Records of Coconino County, Arizona, situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northwest corner of said parcel, on the east line of that parcel described in Docket 615, Page 180, RCC;

Thence South $89^{\circ}39'12''$ East, 11.50 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $00^{\circ}44'20''$ East, 129.22 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $17^{\circ}24'53''$ East, 43.64 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $00^{\circ}44'20''$ East, 216.19 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $89^{\circ}15'40''$ West, 10.81 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence southwesterly and southeasterly, 3.14 feet along the arc of a 2.00 foot radius curve, concave to the southeast, having a central angle of $90^{\circ}00'00''$ to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $00^{\circ}44'20''$ East, 163.44 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $89^{\circ}26'19''$ West, 11.21 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence North $00^{\circ}44'18''$ West, 222.69 feet to a set nail with tag marked "RLS 18215 LS 16630" at the southwest corner of that parcel described in Instrument No. 3766612, RCC;

Thence North $89^{\circ}28'16''$ East, 10.00 feet along the south line of said parcel to a set nail with tag marked "RLS 18215 LS 16630";

Thence North $00^{\circ}44'18''$ West, 30.00 feet along the east line of said parcel to a set nail with tag marked "RLS 18215 LS 16630";

Thence South 89°28'16" West, 10.00 feet along the north line of said parcel to a set nail with tag marked "RLS 18215 LS 16630";

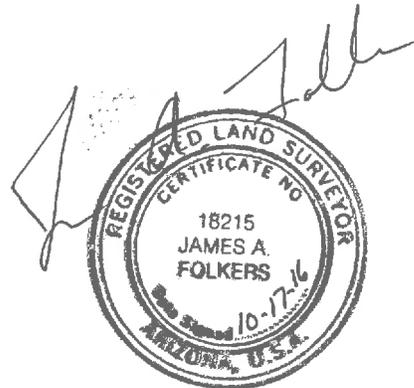
Thence North 00°44'18" West, 300.15 feet to the POINT OF BEGINNING.

CONTAINING 8,979 square feet, more or less.

SUBJECT to easements and other encumbrances of record.

BASIS OF BEARINGS for this description is the west line of the northwest quarter of said Section 13, North 00°23'02" West.

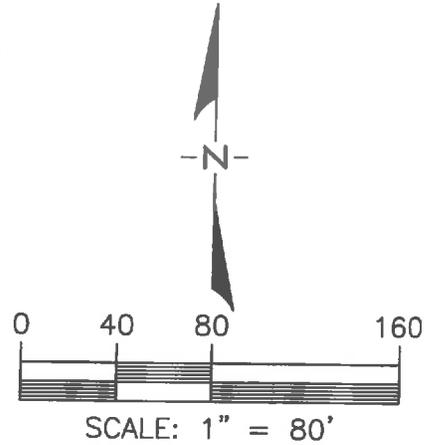
Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 116821



EXPIRES 12-31-2017

INST. NO. 3652734

INST. NO. 3652734



INST. NO. 3726808

LINE TABLE

LINE NO.	BEARING	LENGTH
L1	S89° 39' 12"E	11.50'
L2	S17° 24' 53"E	43.64'
L3	S89° 15' 40"W	10.81'
L4	S89° 26' 19"W	11.21'
L5	N89° 28' 16"E	10.00'
L6	N00° 44' 18"W	30.00'
L7	S89° 28' 16"W	10.00'

SHADED AREA CONTAINS 8,979 SQ. FT.

WEST LINE OF SECTION 13

FOURTH STREET

POB
33'

S00°44'20"E - 129.22
 N00°44'18"W - 300.15
 S00°44'20"E - 216.19
 N00°44'18"W - 222.69
 S00°44'20"E - 163.44

INST. NO. 3766612

DKT 615,
P 180

33'

INST. NO. 3687202

INST. NO. 3687202



EXPIRES 12-31-2017

CURVE TABLE

CURVE NO.	DELTA	RADIUS	LENGTH
C1	90.00	2.00	3.14

DRAWN BY: JAF
 DATE: 10-17-16
 FN: 107-14-005B
 PROJECT NO.: 116801

WOODSON
ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT DRAWING

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel identified as Parcel 107-14-005C in Instrument No. 3652734, Records of Coconino County, Arizona, situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northeast corner of that parcel described in Docket 615, Page 180, RCC;

Thence South $89^{\circ}39'12''$ East, 21.41 feet along the north line of said parcels to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $00^{\circ}20'48''$ West, 2.24 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $38^{\circ}32'00''$ West, 23.99 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $00^{\circ}19'30''$ East, 4.22 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $89^{\circ}40'30''$ West, 1.65 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $00^{\circ}44'45''$ West, 9.37 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence North $89^{\circ}40'30''$ East, 1.83 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $00^{\circ}19'30''$ East, 29.03 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $89^{\circ}51'49''$ East, 5.63 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $00^{\circ}44'20''$ East, 11.31 feet to a set nail with tag marked "RLS 18215 LS 16630" on the south line of said parcel described in Parcel 107-14-005C in Instrument No. 3652734;

Thence North $89^{\circ}39'12''$ West, 11.50 feet along said south line to a set nail with tag marked "RLS 18215 LS 16630" on the east line of said parcel described in Docket 605, Page 18, RCC;

Thence North 00°44'20" West, 75.01 feet along said east line to the POINT OF BEGINNING.

CONTAINING 678 square feet, more or less, as shown on the attached exhibit drawing, which is made a part hereof by this reference.

SUBJECT to easements and other encumbrances of record.

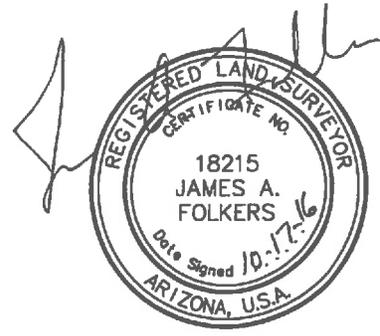
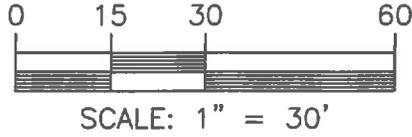
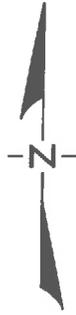
BASIS OF BEARINGS for this description is the west line of the northwest quarter of said Section 13, North 00°23'02" West.

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 116801



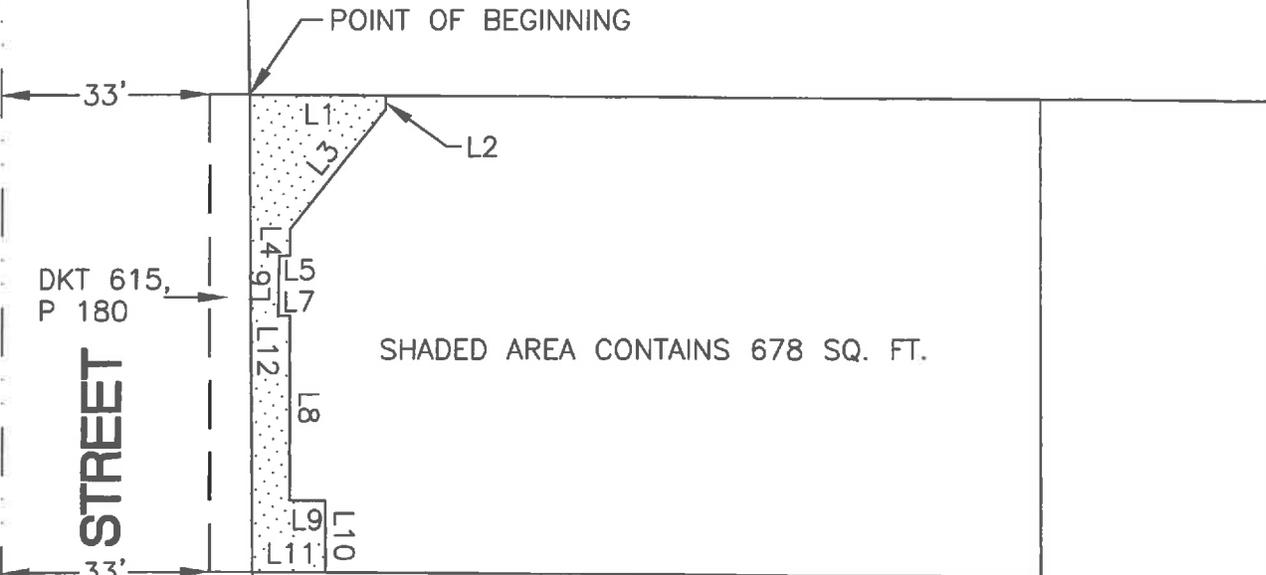
EXPIRES 12-31-2017

WEST LINE OF SECTION 13



EXPIRES 12-31-2017

INST. NO. 3652734



FOURTH STREET

INST. NO. 3652734

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S89° 39' 12"E	21.41'
L2	S00° 20' 48"W	2.24'
L3	S38° 32' 00"W	23.99'
L4	S00° 19' 30"E	4.22'
L5	S89° 40' 30"W	1.65'
L6	S00° 44' 45"W	9.37'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L7	N89° 40' 30"E	1.83'
L8	S00° 19' 30"E	29.03'
L9	S89° 51' 49"E	5.63'
L10	N00° 44' 20"W	11.31'
L11	N89° 39' 12"W	11.50'
L12	N00° 44' 20"W	75.01'

DRAWN BY: JAF
 DATE: 10-17-16
 FN: 107-14-005C
 PROJECT NO.: 116801

WOODSON
ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT MAP

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel identified as Parcel 107-14-001D in Instrument 3652734, Records of Coconino County, Arizona, situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northeast corner of that parcel described in Docket 615, Page 175, RCC;

Thence North 85°14'39" East, 21.73 feet along the north line of said parcel described in Instrument No. 3652734, to a set nail with tag marked "RLS 18215 LS 16630";

Thence South 00°20'48" West, 52.48 feet to a set nail with tag marked "RLS 18215 LS 16630" on the south line of said parcel;

Thence North 89°39'12" West, 19.89 feet along the south line of said parcel described as Parcel 117-14-001D in Instrument 3652734, RCC;

Thence North 01°38'18" West, 50.58 feet to the POINT OF BEGINNING.

CONTAINING 1,071 square feet, more or less.

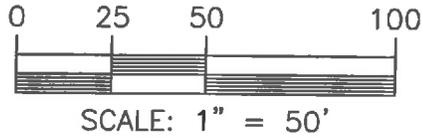
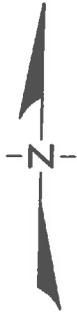
SUBJECT to easements and other encumbrances of record.

BASIS OF BEARINGS for this description is the west line of the northwest quarter of said Section 13, North 00°23'02" West.

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 116801



EXPIRES 12-31-2017



INST. NO. 3652734

FOURTH STREET

WEST LINE OF SECTION 13

N88°27'35"E - 10.35'(R)

POINT OF BEGINNING

N85°14'39"E - 251.09'(R)

33'
DKT 615,
P 175

L1
L2
L3

SHADED AREA CONTAINS ±1,071 SQ. FT.

S00°15'36"W
72.68'(R)

N89°39'12"W - 260.00'(R)

**INST. NO.
3652734**

**INST. NO.
3652734**

LINE TABLE

LINE NO.	BEARING	LENGTH
L1	N85° 14' 39"E	21.73'
L2	S00° 20' 48"W	52.48'
L3	N89° 39' 12"W	19.89'
L4	N01° 38' 18"W	50.58'



EXPIRES 12-31-2017

DRAWN BY: JAF
 DATE: 10-17-16
 FN: 107-14-001D
 PROJECT NO.: 116801

WOODSON
ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT MAP

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel identified as Parcel 107-14-009 in Instrument No. 3652734, Records of Coconino County, Arizona (RCC), situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the southeast corner of that parcel described in Docket 615, Page 173, RCC;

Thence North $89^{\circ}29'23''$ East, 3.83 feet along the south line of said parcel identified as Parcel 107-14-009 in Instrument No. 3652734 to the POINT OF BEGINNING;

Thence North $01^{\circ}30'04''$ West, 196.32 feet along the east line of said parcel to a found unmarked 3" diameter brass cap;

Thence South $89^{\circ}37'07''$ West, 0.34 feet along said east line to a found unmarked 3" diameter brass cap;

Thence North $00^{\circ}31'21''$ West, 435.39 feet along said east line to the northwest corner of said parcel identified as Parcel 107-14-009 in Instrument No. 3652734 ;

Thence North $89^{\circ}59'00''$ East, 8.67 feet along the north line of said parcel to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $00^{\circ}31'21''$ East, 65.38 feet, more or less, to a building wall;

Thence North $89^{\circ}37'09''$ West, 2.44 feet, more or less, along said building wall to a corner thereof;

Thence South $00^{\circ}45'45''$ West, 86.90 feet, more or less, along said building wall to a corner thereof;

Thence South $89^{\circ}04'36''$ East, 14.61 feet, more or less, along said building wall;

Thence South $00^{\circ}31'21''$ East, 88.68 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $89^{\circ}28'39''$ West, 5.86 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence southwesterly and southeasterly, 3.14 feet along the arc of a 2.00 foot radius curve, concave to the southeast, having a central angle of $90^{\circ}00'00''$ to a set nail with tag marked "RLS 18215 LS 16630";

Thence South $00^{\circ}31'22''$ East, 162.98 feet, more or less, to a building wall;

Thence North 89°33'35" West, 3.87 feet, more or less, along said building wall to a corner thereof;

Thence South 00°05'19" East, 39.93 feet, more or less, along said building wall to a corner thereof;

Thence South 89°40'06" East, 4.28 feet, more or less, along said building wall;

Thence South 01°30'04" East, 110.97 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South 00°19'14" West, 68.44 feet to a set nail with tag marked "RLS 18215 LS 16630";

Thence South 74°07'16" East, 15.35 feet to a set nail with tag marked "RLS 18215 LS 16630" on the south line of said parcel identified as Parcel 107-14-009 in Instrument No. 3652734;

Thence South 85°14'39" West, 23.12 feet along said south line to the POINT OF BEGINNING.

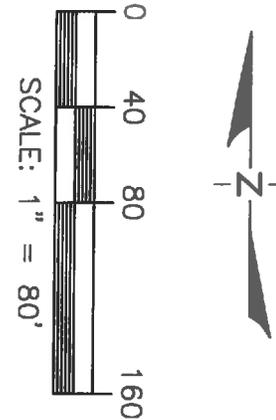
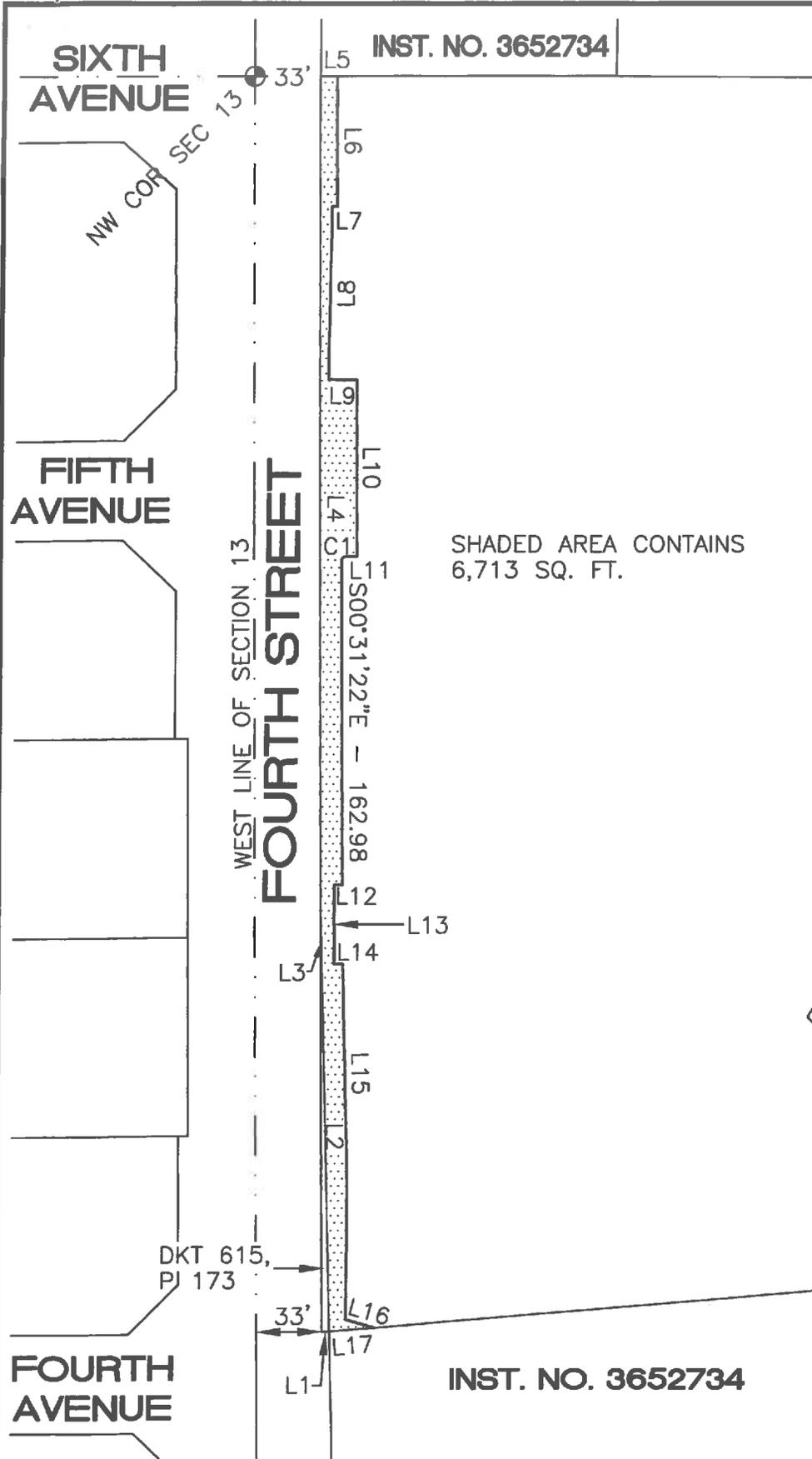
CONTAINING 6,713 square feet, more or less, as shown on the attached exhibit drawing which is made a part hereof by this reference.

SUBJECT to easements and other encumbrances of record.

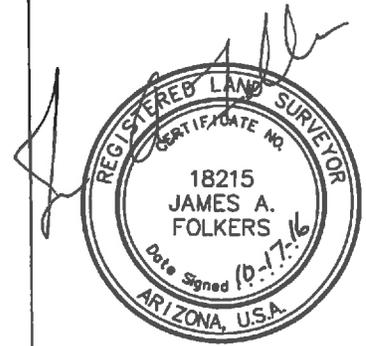
Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 116801



EXPIRES 12-31-2017



INST. NO. 3652734



EXPIRES 12-31-2017

INST. NO. 3652734

SHEET 1 OF 2

DRAWN BY: JAF
 DATE: 10-17-16
 FN: 107-14-009A
 PROJECT NO.: 116801

WOODSON
ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT DRAWING

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N89° 29' 23"E	3.83'
L2	N01° 30' 04"W	196.32'
L3	N89° 37' 07"E	0.34'
L4	N00° 31' 21"W	435.39'
L5	N89° 59' 00"E	8.67'
L6	S00° 31' 21"E	65.38'
L7	N89° 37' 09"W	2.44'
L8	S00° 45' 45"W	86.90'
L9	S89° 04' 36"E	14.61'
L10	S00° 31' 21"E	88.68'
L11	S89° 28' 39"W	5.86'
L12	N89° 33' 35"W	3.87'
L13	S00° 05' 19"E	39.93'
L14	S89° 40' 06"E	4.28'
L15	S01° 30' 04"E	110.97'
L16	S74° 07' 16"E	15.35'
L17	S85° 14' 39"W	23.12'



EXPIRES 12-31-2017

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C1	090° 00' 00"	2.00'	3.14'

SHEET 2 OF 2

DRAWN BY: JAF
 DATE: 10-17-16
 FN: 107-14-009A
 PROJECT NO.: 116801

WOODSON
ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 PHONE: (928) 774-4636 FAX: (928) 774-4646

EXHIBIT DRAWING

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel identified as Parcel 108-13-004 in Instrument No. 3652734, Records of Coconino County, Arizona (RCC), situated in the southeast quarter of Section 12, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the southwest corner of said parcel and the most southerly corner of that parcel described in Docket 616, Page 270, RCC;

Thence North 00°03'10" East, 54.16 feet along the east line of said parcel;

Thence North 00°45'19" East, 95.63 feet along said east line;

Thence North 00°21'01" West, 2.93 feet along said east line to the northeast corner thereof;

Thence North 89°38'40" East, 8.67 feet along the north line of said parcel described in Instrument No. 3652734 to a set nail with tag marked "RLS 18215 LS 16630";

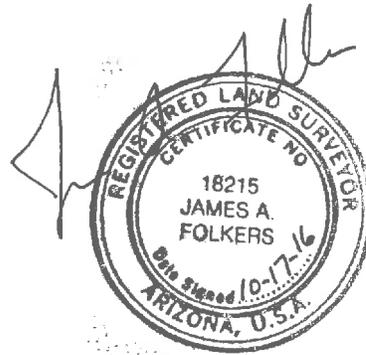
Thence South 00°29'06" West, 152.77 feet to a set nail with tag marked "RLS 18215 LS 16630" on the south line of said parcel;

Thence South 89°59'00" West, 8.67 feet along said south line to the POINT OF BEGINNING.

CONTAINING 1,353 square feet (0.03 acres), more or less, as shown on the attached exhibit map which is made a part hereof by this reference.

SUBJECT to easements and other encumbrances of record.

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 116801



EXPIRES 12-31-2017

DKT. 1722, P 350

WEST LINE OF SECTION 12

FOURTH STREET

DKT 616,
P 270

33'

33'

SW COR SEC 12

N89° 38' 40"E
8.67'

L1

95.63'

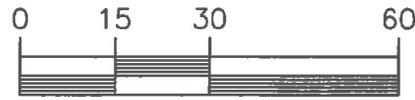
N00°45'19"E

54.16'

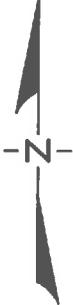
N00°03'10"E

S00°29'06"W - 152.77'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N00° 21' 01"W	2.92'



SCALE: 1" = 30'



**INST. NO.
3652734**

SHADED AREA CONTAINS 1,353 SQ. FT.

SOUTH LINE OF SECTION 12

S89°59'00"W
8.67'

INST. NO. 3652734



EXPIRES 12-31-2017

DRAWN BY:	JAF
DATE:	10-14-16
FN:	108-13-004
PROJECT NO.:	116801

WOODSON
ENGINEERING AND SURVEYING, INC.
 124 N. ELDEN ST.
 FLAGSTAFF, AZ 86001
 PHONE:(928)774-4636 FAX:(928)774-4646

EXHIBIT MAP

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Possible Adoption of Resolution No. 2016-36: A resolution of the Flagstaff City Council, Coconino County, Arizona, opposing certain portions of the National Park Service proposed Backcountry Management Plan which would reduce the number of use authorizations issued to local entities which are an important asset to the local tourism industry.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2016-36 by title only
- 2) City Clerk reads Resolution No. 2016-36 by title only (if approved above)
- 3) Adopt Resolution No. 2016-36

Executive Summary:

On September 20, 2016, Councilmember Evans presented a Future Agenda Item Request (F.A.I.R.) to consider a resolution in opposition to portions of the National Park Service Grand Canyon Backcountry Management Plan. At that meeting, Council heard from Councilmember Evans as well as members of the tour community. After that input, a majority of Council directed staff to bring back a resolution for consideration.

The City Attorney's Office has drafted the attached resolution for consideration, with input from members of the tour community. The members from the tour community that were present at the previous meeting have been notified of this item being on the Work Session and Regular Meeting agendas.

Financial Impact:

None

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

Has There Been Previous Council Decision on This:

Council briefly discussed this issue at the September 20, 2016, Regular Council Meeting, and received comments from the public supporting such a resolution.

Options and Alternatives:

- 1) Adopt the resolution
- 2) Amend the resolution and adopt
- 3) Not adopt the resolution

Community Involvement:

Inform
Consult

Attachments: [Res. 2016-36](#)

RESOLUTION NO. 2016-36

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, COCONINO COUNTY, ARIZONA, OPPOSING THE PORTION OF THE NATIONAL PARK SERVICE PROPOSED BACKCOUNTRY MANAGEMENT PLAN THAT GRANTS THE MAJORITY OF COMMERCIALY GUIDED BACKPACKING TRIPS THROUGH A LIMITED NUMBER OF CONCESSIONER CONTRACTS, WHICH MAY NEGATIVELY IMPACT THE LOCAL TOURISM INDUSTRY AND LOCAL ECONOMY

RECITALS:

WHEREAS, the Flagstaff City Charter, Article VII, authorizes the Flagstaff City Council to adopt resolutions; and

WHEREAS, the Flagstaff area is surrounded by many national parks including the Grand Canyon National Park, the Lake Powell National Recreation Area and other similar parks, monuments and natural resources; and

WHEREAS, the City of Flagstaff considers these areas managed by the National Park Service to be valuable resources to the Flagstaff community at large; and

WHEREAS, the National Park Service is considering revisions to its Backcountry Management Plan and the City of Flagstaff recognizes that, through these revisions, the National Parks Service is seeking to protect sensitive desert ecosystems from damage or overuse; and

WHEREAS, many local businesses in the Flagstaff community guide backpacking trips in national parks, which are allowed through the National Park Service's commercial use authorization process; and

WHEREAS, the Flagstaff tourism industry and local economy benefit from commercially guided backpacking trips allowed through commercial use authorizations issued to local businesses; and

WHEREAS, the proposed Backcountry Management Plan would grant the majority of commercially guided backpacking trips through a limited number of concessioner contracts, which would drastically reduce the number of commercial use authorizations; and

WHEREAS, any reduction in the number of commercial use authorizations may negatively impact the local tourism industry and local economy.

ENACTMENTS:

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

THAT the City of Flagstaff does hereby oppose the portion of the National Park Service's proposed Backcountry Management Plan that grants the majority of commercially guided backpacking trips through a limited number of concessioner contracts and drastically reduces the

number of commercial use authorizations, as this change could have a severe financial impact on Flagstaff businesses that utilize the commercial use authorization process.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of November, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE:

Consideration and Possible Adoption of Resolution No. 2016-37: A resolution of the Flagstaff City Council supporting the City joining with other entities to form the Northern Arizona Military Advocacy Council.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2016-37 by title only
- 2) City Clerk reads Resolution No. 2016-37 by title only (if approved above)
- 3) Adopt Resolution No. 2016-37

Executive Summary:

At the October 18, 2016, Regular Council Meeting Mayor Nabours brought forward a Future Agenda Item Request (FAIR) to consider a resolution of support for the City joining with other entities to create the Northern Arizona Military Advocacy Council. At that meeting, a majority of Council supported moving this item to a future agenda. The attached resolution is provided for consideration, should Council wish to take formal action at this meeting.

Financial Impact:

None

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

Has There Been Previous Council Decision on This:

Council briefly discussed this issue at the October 18, 2016, Regular Council Meeting.

Options and Alternatives:

- 1) Adopt the resolution
- 2) Amend the resolution and adopt
- 3) Not adopt the resolution

Community Involvement:

Inform

Attachments: [Res. 2016-37](#)

RESOLUTION NO. 2016-37

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, COCONINO COUNTY, ARIZONA, SUPPORTING THE CITY JOINING WITH OTHER ENTITIES TO FORM THE NORTHERN ARIZONA MILITARY ADVOCACY COUNCIL

RECITALS:

WHEREAS, the Flagstaff City Charter, Article VII, authorizes the Flagstaff City Council to adopt resolutions; and

WHEREAS, the Flagstaff community has military installations such as Camp Navajo, the Naval Observatory, and the Navy Precision Optical Interferometer; and

WHEREAS, the installations mentioned above and other similar installations are important to national defense, military training and scientific advance; and

WHEREAS, Flagstaff takes pride in having such prestigious and important facilities in the Flagstaff community; and

WHEREAS, Flagstaff recognizes the beneficial economic impact such facilities bring to the Flagstaff community; and

WHEREAS, the Flagstaff community would benefit from knowing more about installations such as those mentioned above; and

WHEREAS, in the event the military installations mentioned above were being considered for substantial reductions or elimination it would be important to have citizens reviewing such plans and, if appropriate, advocating in favor of the installations; and

WHEREAS, other entities, in addition to the City of Flagstaff, largely share the same views regarding these installations and would also want to inform the public about the functions of the installations and review and comment on any plans to reduce the scope of these installations.

ENACTMENTS:

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

That the City of Flagstaff does hereby join with the following entities to form the Northern Arizona Military Advocacy Council for the purposes as stated above:

Coconino County
Lowell Observatory
Northern Arizona University
Northern Arizona Leadership Associates

Greater Flagstaff Chamber of Commerce
Economic Collaborative of Northern Arizona

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of November, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jeff Bauman, Traffic Engineer
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE

Discussion: Street Lighting to Enhance Dark Skies (SLEDS) Status Update

RECOMMENDED ACTION:

This is a Project Update discussion item, no action is requested or required.

EXECUTIVE SUMMARY:

The SLEDS Project's primary objective is to find a solution to Flagstaff's current street lighting predicament while balancing dark skies, safety and maintenance/cost effectiveness objectives.

The SLEDS Project is the result of several years of discussions between the City and the local observatories (USNOFS and Lowell Observatory) that started in May 2012. At that time, the City found itself in a lighting predicament as Low Pressure Sodium (LPS), the preferred lighting source since 1989, was becoming increasingly more expensive to purchase, quality replacement parts were becoming more difficult to acquire and we were experiencing structural failures of the pole/mast arm connection due to the size and weight of the LPS fixture, especially in wind prone areas.

In June 2015, Council approved an Inter-Governmental Agreement (IGA) with ADOT to secure funding for the SLEDS Project. This was in the form of \$100K (FY16) to hire a Consultant Team (ultimately Monrad Engineering), \$200K (FY16) for test fixtures to support the Consultant Team's work, and \$370K (FY18) for the first phase of lighting replacements, all of the funding coming from the Flagstaff Metropolitan Planning Organization's (FMPO) Surface Transportation Program (STP).

The June 2015 Staff Summary Report concluded with "This SLEDS Project is an opportunity for Flagstaff to demonstrate to other municipalities an innovative lighting solution for dark sky preservation with Light Emitting Diode (LED) technology that achieves municipal objectives for safety and cost effectiveness and astronomical objectives for maintaining dark skies." That description is, of course, a partial and generalized list of priorities that the SLEDS Team is balancing.

The subsequent Request for Proposals (RFP) utilized to procure the best qualified Consultant Team has similar language to the Staff Summary Report:

"The City seeks cost effective replacement technologies that (1) maintain or approximate current lighting levels and (2) do not adversely impact the City's dark sky natural resource or the missions of the Lowell Observatory and the U.S. Naval Observatory. In consideration of cost effectiveness, the City seeks to utilize existing light pole infrastructure."

"Measures of Effectiveness may include:

- Light uniformity
- (1) Brightness and (2) spectrum analysis from several perspectives including:
 - On the street
 - At the observatories
 - General sky brightness
 - Identification of ambient light levels (i.e. absence of streetlights)
- Color rendition
- Wind loading (Effective Projected Area)
- Public commentary on lighting levels and color rendition
- Life cycle costs including, but not limited to, initial capital expense, energy use, and maintenance”

In September 2015, the Consultant Team, led by Monrad Engineering, was awarded a \$100K contract to conduct applied research in order to develop a replacement strategy for the City’s increasingly obsolete LPS street lights with newer technology (LED).

PROJECT UPDATE:

The SLEDS Team has worked through several tasks to date:

- An assessment of the viability of continuing to use LPS
- A structural analysis of existing light pole/mast arm assembly and retrofit recommendation for existing poles/masts
- Pre-installation observations and measurements of “sky glow” of the Cheshire test area have been completed through ground, aerial and satellite measuring techniques
- Full sky spectrum measurements to determine the composition of the Artificial Light at Night (ALAN) has been collected from various locations throughout the City including the Mars Hill area
- Test fixture recommendations divided into two categories
 - Arterials and selected Major Collectors
 - Selected Major Collectors, Minor Collectors and Local Roads
- Developed specifications for the Minor Collector / Residential Narrow Band Amber Light Emitting Diode (NBALED) test fixtures and Arterial Hybrid Light Emitting Diode (HLED) 80% NBALED/20% 2700K LED test fixtures

SLEDS Project items that are currently in progress:

- Draft SLEDS Project Report – SLEDS Team is reviewing the report prior to public release
- Working with Arizona Department of Transportation on SLEDS test fixture procurement
- United States Naval Observatory Flagstaff Station (USNOFS) is running calculations on the anticipated spectral impact/differences between the test fixtures and the existing fixtures in Flagstaff based on manufacturers lab data and the City’s street lighting inventory
- SLEDS Team meeting to discuss where the Arterial test strips should be located and discuss the results/implications of the USNOFS calculations for the test fixtures
- SLEDS Team meetings have been scheduled for November, December, January and February to develop test strip locations and maintain project momentum

SLEDS Project next steps:

- Installation of test fixtures on various Arterial (TBD) and Residential (Cheshire) locations
- Solicit public feedback on the test installations
- SLEDS Team meetings to discuss results of the test areas and begin developing proposed new City Engineering Standards for Street Lighting for eventual Council Adoption
- Establish City Wide replacement scenarios
 - Evaluate Life cycle costs for Alternatives including:
 - Initial capital expense
 - Energy use

CITY OF FLAGSTAFF

REQUEST FOR PROPOSALS

SOLICITATION FOR: FMPO-STREET LIGHTING FOR ENHANCING DARK SKIES (SLEDS)

SOLICITATION NO.: 2015-69

CLOSING DATE AND TIME: Wednesday, July 15th, at 3:00 PM

WHERE TO SUBMIT PROPOSALS (“OFFERS”): Offers shall be submitted prior to the Closing Date and Time in a sealed envelope as addressed below:

Attention Buyer: Candace Schroeder, CPPB
SEALED OFFER: Solicitation No. 2015-69 Street Lighting for Enhancing
Dark Skies, (SLEDS)
Closing Date and Time: Wednesday, July 15th, 3:00 PM
City of Flagstaff, Management Services-Purchasing Division
211 West Aspen Avenue
Flagstaff, AZ 86001

CITY NEEDS: The City of Flagstaff seeks a qualified research team to evaluate the impact of different street lighting applications on its dark skies, a resource highly valued by the City and the community. The City seeks proposals to partner on the application or development of an innovative light fixture technology to replace the current LPS technology and is particularly interested in narrow band amber LED, phosphor-coated amber LED, and various filtered LED options. The City seeks proposals that effectively and appropriately mitigate the impacts of these lighting options on the community’s dark sky natural resource.

INFORMATION: The Solicitation and all related materials and any addenda may be downloaded from the City Website, www.flagstaffaz.gov.

BUYER: Candace Schroeder, CPPB, Telephone No.: (928) 213-2278, Facsimile No.: (928) 213-2209, Email Address: cschroeder@flagstaffaz.gov. If the Buyer cannot be immediately reached, you may contact the receptionist for the City Management Services Purchasing Division at (928) 213-2206.

PRE-OFFER MEETING: Wednesday, May 20, 2015 at 10:00 AM, Finance Conference Room, City Hall, Second Floor. A pre-proposal conference call will be held to answer questions. Members of the scoring panel will attend the teleconference to ensure all proposers have equal opportunity to present their questions and ideas to evaluators.

QUESTIONS: Any questions must be received by the Buyer via telephone, email, or facsimile at least five (5) calendar days prior to the Closing Date and Time.

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SOLICITATION DESCRIPTION

PURPOSE

The City of Flagstaff seeks a qualified research team to evaluate the impact of different street lighting applications on its dark skies, a resource highly valued by the City and the community.

BACKGROUND

Street lighting in Flagstaff

The city of Flagstaff was the first to be recognized by the International Dark Sky Association as an *International Dark Sky City*. Flagstaff earned this distinction, in part, by the establishment in 1989 of a lighting code and engineering standards specifying the use of low-pressure sodium (LPS) light fixtures for all roadway and parking lot lighting. Today, LPS lights are increasingly difficult to acquire as low demand has prompted many manufacturers and distributors to stop production. In addition, the use of the largest 180 watt LPS fixtures on the current poles and mast arms along arterial streets creates high wind loads. The City seeks proposals to partner on the application or development of an innovative light fixture technology to replace the current LPS technology and is particularly interested in narrow band amber LED, phosphor-coated amber LED, and various filtered LED options. The City seeks proposals that effectively and appropriately mitigate the impacts of these lighting options on the community's dark sky natural resource.

LED lighting relative to LPS

Flagstaff adopted LPS due to the very close proximity (2-10 miles from city limits) of major astronomical observatories established in 1894 (Lowell Observatory) and 1955 (the U. S. Naval Observatory). The low-pressure sodium spectrum covers 589-590 nm – only 1 nm spectral coverage. In contrast, the standard white LED spectrum has significant emission over more than 300 nm and filtered LEDs (FLED) over about 220 nm. Conversion of Flagstaff street lighting to 4100K CCT white LEDs has been estimated to increase sky glow by a factor of 7 relative to LPS, and conversion to FLED by a factor of 3.7, severely compromising the observatories' missions and greatly degrading the visual appearance of the night sky in the city.

Other LED options exist, however. Phosphor-coated amber LEDs (PCALED) has a narrower spectrum than FLED, cutting off at about 530 nm. True narrow band amber LEDs (NBALED) have only a 20nm bandpass centered near 590 nm; this is wider than LPS but entirely acceptable from an astronomical perspective. Filters that cut off the blue end of the spectrum at 550 nm (FLED550) create an LED option reasonably closely resembling high-pressure sodium (HPS, with a roughly 120nm bandpass). True narrow band LED options are also available at slightly redder wavelengths than amber (about 620 nm rather than 590 nm). See Figure 1 for representative spectra of some of these options.

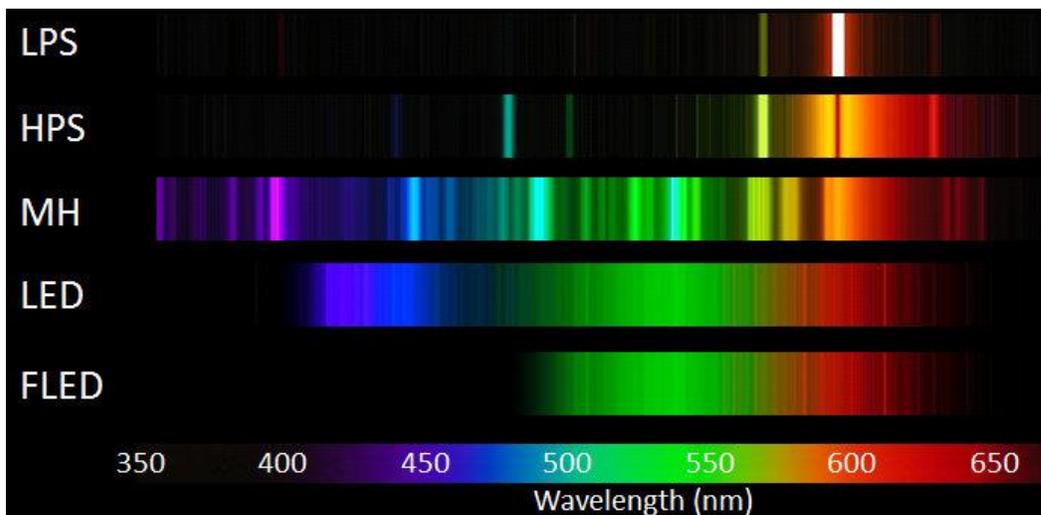


Figure 1. Representative lighting spectra. At present, Flagstaff is a mix of LPS and HPS, as over 50% of the city’s street lights have been replaced by LPS since adoption of the 1989 ordinance. Metal halide (MH), LED, and FLED all result in dramatically increased sky glow relative to LPS or even HPS. (Figure of spectral distributions prepared by Jeffrey Hall, Lowell Observatory)

Challenges and opportunities presented by this RFP

At issue are the relative efficiencies of the lamps. NBALED is less efficient, at present, than FLED or white LED, making it less cost effective for citywide implementation. At the same time, it is the only LED option that preserves the current level of sky glow above the city. As an example scenario, if the City were to convert all its 180-watt LPS street lighting to NBALED and all of its HPS to FLED550, sky glow would be roughly conserved – but this solution would at present be extremely expensive.

We seek to identify how the City can affect a solution to this challenge. At the same time, we identify it as an opportunity for Flagstaff to demonstrate to other municipalities an innovative lighting solution for dark-sky preservation with LED technology. This entails:

- A cost effective solution to long-term street lighting needs that achieves municipal objectives for safety and cost effectiveness and astronomical objectives for maintaining dark skies.
- Innovation that advances the industry or best practices for technology transfer that advances the purpose of preserving dark skies.

PARAMETERS FOR PROPOSERS

Available funds

The Flagstaff Metropolitan Planning Organization has secured FHWA Surface Transportation Program funding to (1) conduct innovative research and monitoring, and (2) purchase new lighting technology, within the municipal region of the City of Flagstaff. This contract is subject to all federal compliance requirements set forth in 2CFR200, as administered through Arizona Department of Transportation.

The City will commit the following to the street lighting research collaborative:

- \$100,000 toward monitoring and research.*

- \$200,000 toward the purchase of light fixtures.*
 - It is the intent of the City to seek a phased approach to evaluating light fixture technologies by conducting small scale evaluations first to potentially eliminate some choices prior to purchases for the larger scale evaluations.
 - \$11,000 of in-kind labor for installation of lighting technology (in-kind).*
- (*The City's indirect cost allocation plan will be charged against all federal grant funding.)

General guidelines

- Proposals must support widespread applicability for the City's entire lighting inventory.
- Proposals must provide a clear plan and timeline for LPS to LED transition that maintains the City's dark-sky quality as new technology is implemented.
- Baseline data must be established across a range of measures of effectiveness.
- Proposals for modeling will not be accepted in the place of field testing, but existing evaluation or estimation software may be used for preliminary analysis during test designs and post-test estimates for city-wide impacts of new lighting recommendations.

The City is open to several ideas, including, but not limited to:

- Prototype – collaboration with a manufacturer to identify paths toward development of a cost-effective, narrow band LED replacement for a 180 Watt LPS fixture as the highest priority.
- Evaluation of selected corridors in the City for testing of one or multiple light sources including adaptive (i.e., time-of-day) technologies.
- Proof of concept: Using available models to predict light levels on the streets and changes in sky glow and under different scenarios employing varying amounts of lumens emitted by different lamps and fixture arrangements.

Measures of Effectiveness (MOE)

The City seeks cost-effective replacement technologies that (1) maintain or approximate current lighting levels and (2) do not adversely impact the City's dark-sky natural resource or the missions of the Lowell Observatory and the U.S. Naval Observatory. In consideration of cost effectiveness, the City seeks to utilize existing light pole infrastructure. Measures of effectiveness may include:

- Light uniformity
- (1) Brightness and (2) spectrum analysis from several perspectives, including:
 - on the street
 - at the observatories
 - general sky brightness
 - identification of ambient light levels (i.e., absence of streetlights)
- Color rendition
- Wind loading (Effective Projected Area)

- Public commentary on lighting levels and color rendition
- Life Cycle Costs including, but not limited to, initial capital expenses, energy use, and maintenance

INSTRUCTIONS

INSTRUCTIONS IN GENERAL

DUE DILIGENCE: It is your responsibility to examine the entire Solicitation prior to completing your offer, including the form of contract, City of Flagstaff Standard Terms and Conditions and Special Terms and Conditions.

INSPECTION OF WORK SITE: Before submitting an offer, you are required to inspect any work sites referenced in the Solicitation and notify the Buyer if you believe the work sites or conditions do not match the description found in the Solicitation or are unsafe.

PRE-OFFER MEETING: If a Pre-Offer Meeting is scheduled, you are strongly encouraged to attend. If scheduled, the date and time of this meeting will be indicated on the cover page of the Solicitation. The purpose of this meeting shall be to clarify the Solicitation in order to prevent any misunderstandings. Any questions, apparent omission or discrepancy should be presented to the City at this time. The City shall then determine the appropriate action necessary, if any, and issue a written amendment to the Solicitation. Oral statements or instructions shall not constitute an amendment to this Solicitation.

DISABILITIES: A person with a disability may request a reasonable accommodation in the Solicitation process by contacting the Buyer as early as possible to allow time to arrange the accommodation.

SUBMITTAL OF OFFER: Clearly label your offer as follows:

Attention Buyer: Candace Schroeder, CPPB
SEALED OFFER: Solicitation No. 2015-69 FMPO-Street Lighting for
Enhancing Dark Skies, (SLEDS)
Closing Date and Time: Wednesday, July 15th, 3:00 PM
City of Flagstaff, Management Services-Purchasing Division
211 West Aspen Avenue
Flagstaff, AZ 86001

on the outside of the sealed envelope. Submit **four (4) original hard copy and an electronic version in Adobe Acrobat ® (PDF) on either a compact disc or disc drive** of your offer in the sealed envelope (or box if needed) prior to the Closing Date and Time specified on the first page of the Solicitation. Submit your offer by mail or hand delivery to the address as labeled. Offers submitted by facsimile, email, telegraph or mailgram will not be considered.

COST OF OFFER: You are responsible for all costs related to preparation and submittal of an offer. The City will not reimburse any such costs.

LATE OFFERS: Late offers shall not be accepted. The City will return any late offers.

WITHDRAWAL OF OFFERS: You may withdraw an offer before the Closing Date and Time. A withdrawal must be signed by the vendor's authorized representative and submitted to the Buyer by hand delivery or mail.

OFFER ACCEPTANCE PERIOD: An offer made in response to this Solicitation shall be valid and irrevocable for ninety (90) days after the Closing Date and Time.

QUESTIONS: If you have any questions about this Solicitation, contact the Buyer. **The City will only respond to questions at least five (5) calendar days before the Closing Date and Time.** Questions should be submitted in writing. The Buyer may require you to submit any question in writing. Any question shall refer to the Solicitation number, page and paragraph number in question. The City **will not** be responsible if you adjust your offer based on any verbal statements made by employees or officers of the City, particularly if such statements conflict with the Solicitation. You may request the Buyer to issue an addendum to the Solicitation.

ADDENDA: The City will issue any interpretation or correction of the Solicitation only by written addendum and a copy of each addendum will be mailed, faxed or delivered only to those vendors who have returned an Acknowledgment of Receipt (form). Submit this form immediately. Addenda will also be posted on the City website.

RETURN OF SIGNED ADDENDA: You are required to sign and return each Addendum along with your offer. Failure to return a signed copy of each Addendum shall result in rejection of the offer.

IMPROPER CONTACT WITH CITY EMPLOYEES: All vendors submitting an offer (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain from direct or indirect contact for the purpose of influencing or creating bias in the evaluation/selection process with any person who may play a part in the evaluation/selection process. This includes but is not limited to the evaluation committee, City Council Members, City Manager, Assistant City Manager(s), Deputy City Manager(s), Department Directors or other staff ("City Staff"). This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. Vendor is responsible for bringing all questions and concerns to the Buyer identified on Page One of this document. If the Buyer is unresponsive, the vendor may contact the City Manager. A vendor may be disqualified if the vendor: (a) contacts a quorum of the Council or contributes to an open meeting law violation; (b) offers political support or gratuities in exchange for approval or support of vendor's offer; (c) obtains information from City Staff not available to other vendors which may result in an unfair advantage in the competitive procurement process and fails to notify Buyer of this fact within 48 hours thereafter; or (d) engages in any other egregious conduct.

SAMPLES: If you are requested to provide sample materials to the City, all samples submitted shall become the property of the City for testing purposes and/or future comparison at no charge to City. Any sample not destroyed by testing or retained for future comparison will be returned to you. (You may be required to pick up the sample from the City).

PROCUREMENT PROCESS: The City's procurement process is described in the Procurement Code Manual, which can be accessed at <http://www.flagstaff.az.gov/index.aspx?nid=2991>. You are not required, but may review this Manual. The Solicitation is intended to provide all relevant information related to the procurement so that you may submit an offer. In the event of any conflict, the procedure outlined in this Solicitation will be followed or the conflict will be resolved by an Addendum.

CONTRACT WITH CITY

FORM OF CONTRACT: The City's proposed form of contract is included as part of this RFP for your review (**Attachment A**). The final form of contract will be conformed to match this Solicitation prior to Contract award.

INSURANCE: The City's insurance requirements can be accessed at <http://www.flagstaff.az.gov/index.aspx?nid=3054>. The insurance requirements are an explicit part of the Solicitation and any resulting contract with the City. Please see the attached **Exhibit C**.

STANDARD TERMS AND CONDITIONS: The City of Flagstaff Standard Terms and Conditions can be accessed at <http://www.flagstaff.az.gov/index.aspx?NID=3052> and are an explicit part of the Solicitation and any resulting contract with the City, unless otherwise specified in the Solicitation.

SPECIAL TERMS AND CONDITIONS: The City of Flagstaff Special Terms and Conditions (attached if applies) are an explicit part of the Solicitation and any resulting contract with the City.

EXCEPTIONS: You may request changes to the form of contract, insurance or any terms and conditions as part of your offer. (Use the Exceptions form)

CHANGES TO CONTRACT AFTER CONTRACT AWARD: Requests to change the contract after contract award, including but not limited to changes to insurance may be rejected by the City. The contract shall not be modified within the first year after contract award where: (a) an amendment may result in a competitive advantage that was not made available to other vendors; (b) requests for changes may delay commencement of performance.

FINANCIAL AND TAX CONSIDERATIONS FOR OFFER

QUANTITIES: Unless the Solicitation states otherwise (in the Solicitation Description or Special Terms and Conditions), the Contract will be non-exclusive, and the City makes no guarantees as to the quantities of materials or services to be purchased from a vendor.

PARTIAL AWARD: The City reserves the right to make multiple awards or to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

ALL CHARGES: The offer should separately list all applicable fees, charges, and taxes. The failure to include such information may cause the City to consider the offer as non-responsive or non-responsible.

UNIT PRICES: Please check all math prior to submittal of your offer. If the offer unit prices do not correspond with the multiplied subtotal or total, the unit price shall prevail unless there is a blatant clerical error in the unit price.

PAYMENT: The City's standard form of contract provides that payment will be made within 30 days following receipt and acceptance of material/ service and a correct invoice.

DISCOUNTED PAYMENT: You may offer discounted pricing if the City pays in less than 30 days. If you offer discounted pricing, the payment discount period shall be computed from the date the City receives the material/service or correct invoice, whichever is later, to the date the City's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts given for payment within ten (10) calendar days or more after City's receipt of the materials/service and correct invoice shall be deducted from the offer price when evaluating the offer. However, the City shall be entitled to take advantage of any payment discount offered by the offer provided payment is made within the discount period.

TRANSACTION PRIVILEGE (SALES)/USE TAX: State and local transaction privilege or use tax, as required, shall be indicated as a separate item on the offer. The State of Arizona and City of Flagstaff both impose a transaction privilege tax and use tax. Information concerning current tax rates can be found on the Arizona Department of Revenue website, www.azdor.gov. The City will not pay any taxes on invoices received unless an Arizona Transaction Privilege/Use Tax License Number is listed in the offer. The City also requires submittal of a City Business License Number from any vendor operating any portion of its business from a building located within City limits. The City will figure applicable taxes to offers received from out of state vendors who do not list an Arizona Transaction Privilege/Use Tax License number for tabulation and total cost evaluation.

FEDERAL EXCISE TAXES: The City is exempt from Federal Excise Tax, including the Federal Transportation Tax.

DELIVERY CHARGES: Delivery charges are considered non-taxable and exist only when the total charges to the ultimate customer or consumer include, as separately charged to the ultimate customer, charges for delivery to the ultimate consumer, whether the place of delivery is within or without the City, and when the taxpayer's books and records show the separate delivery charges. **Delivery charges if separately stated are considered to be non taxable.**

FREIGHT CHARGES: Freight charges for delivery from place of production or the manufacturer to the Proposer either directly or through a chain of wholesalers or jobbers or other middlemen are deemed "freight-in" and are not considered delivery. **Freight-in charges are taxable.**

EVALUATION OF OFFER AND CONTRACT AWARD

PROPOSAL MOST ADVANTAGEOUS TO THE CITY: The City will award a contract to a responsible and responsive vendor whose offer is the most satisfactory and advantageous to the City based on the Evaluation Criteria set forth in the Solicitation. Notwithstanding, any other provision of the RFP, the City reserves the right to waive any immaterial defect or informality; or reject any or all proposals or portions thereof; or reissue the RFP. A response to a RFP is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's RFP. Proposals do not become contracts unless and until they are formally executed as a separate contract document by the City (**See Attachment A – Sample Contract**).

EVALUATION CRITERIA: The following evaluation criteria will be used by the City's selection committee comprised of FMPO, City of Flagstaff, and representatives from the local observatories to score proposals based on the following:

The following evaluation criteria will be used for selection of a vendor.

RELATIVE IMPORTANCE

<u>EVALUATION CRITERIA</u>	<u>PERCENTAGE</u>
-----------------------------------	--------------------------

- | | |
|---------------------------|-----------|
| • Experience of the Team: | 20 points |
| • Research Approach | 40 points |

- Creativity
- Effectiveness of MOEs
- Cost effectiveness of proposed work 15 points
- Residual Value to the City 15 points
- Transferability 10 points

TOTAL POINTS POSSIBLE **100**

EVALUATION PROCESS: The City of Flagstaff’s evaluation committee will review the initial offers and score them according to the Evaluation Criteria. To evaluate these outcomes, the City will evaluate research collaboration proposals based on:

- Experience and qualifications of the research team.
- Identification of the best path forward to finding and implementing a resolution to lighting issues. The manner in which MOEs are identified and presented will be considered here.
- Cost effectiveness, and for teams including universities, clear identification of indirect or administrative overhead for grant or project management.
- Potential for residual value to the City – the degree to which the proposed research project may leave in place light fixtures and other material for use by the City.
- Potential for transferability – the degree to which the project can be applied and scaled to other communities, establishing Flagstaff as a precedent for dark-sky applications of LED technology.

The committee will then:

- a. Engage in discussions with highest scoring vendor. If the parties are unable to reach an agreement, the evaluation committee may engage in discussions with the second-highest scoring vendor.

Or

- b. Engage in discussions with the highest scoring vendors (“short list”). Following such discussions, the City may request such vendors to make “Best and Final” offers.

PURPOSE OF DISCUSSIONS: The purpose of discussions with a vendor (pursuant to Section 11.9 of the Procurement Code Manual) shall be to:

- a. Determine in greater detail such vendor’s qualifications;
- b. Explore with the vendor the scope and nature of the project, the vendor’s proposed presented approach, the relative utility of alternate methods of approach and method of performance;

- c. Determine that the vendor will make available the necessary personnel and facilities to perform within the required time;
- d. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project and nature of such services/equipment.

In conducting discussions, there shall be no disclosure of any information derived from offers submitted by competing vendors.

REVISIONS TO OFFERS: If the City calls for “best and final” offers, those vendors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers prior to contract award.

FINANCIAL STATUS: If requested by the City following the Closing Date and Time, you must provide a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the City shall be sufficient grounds for the City to reject an offer, and/or to declare the offer as non-responsive or non-responsible.

REQUESTS FOR ADDITIONAL INFORMATION: After the Closing Date and Time, the City may request you to provide additional information related to your offer. Failure to provide this information within five (5) business days after communication of the request by the City will be grounds for the City to reject an offer, and/or to declare the offer as non-responsive or non-responsible.

RESERVATION OF RIGHTS: The City reserves the right to reject any and all offers, or any part thereof. The City reserves the right to accept any offer in whole or in part, or any line item, and to award a contract for purchase of the same. The City reserves the right to waive any clerical error or nonmaterial defect in the offer when it is deemed to be in the City's best interest. The City reserves the right to cancel or reissue a Solicitation.

NOTICE OF PROPOSED CONTRACT AWARD OR RECOMMENDATION: All vendors will receive an email notifying them of the City's proposed contract award or recommendation to reject all offers. This notice will be posted as part of the agenda for the regular meeting of the City Council, on the City website. The agenda is typically posted at least one (1) week prior to the Council Meeting.

PUBLIC RECORDS: Offers received by the City are available for public inspection after a contract has been awarded, subject to any confidentiality restrictions.

PROTESTS: If you wish to protest the Solicitation, a protest shall be in writing and shall be personally delivered or served upon the City Purchasing Director. A protest related to the Solicitation (such as specifications, requirements, or scope) shall be received by the City Purchasing Department before the Closing Date and Time. A protest of a proposed award or of an award shall be personally delivered or served upon the City Purchasing Director within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- a. The name, address and telephone number of the protester;
- b. The signature of the protester or its representative;
- c. Identification of the solicitation or contract number;
- d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e. The form of relief requested.

OFFER FORMAT

QUALITY OF OFFER: The City will evaluate the quality of the offer as evidence of your qualifications and competence. The offer should be: (1) complete, (2) thorough, (3) accurate, (4) comply with Solicitation instructions, (5) organized, and (6) concise.

PAGE LIMIT: The offer **shall not exceed a total of 20 pages**, except the Cover, Cover Letter, and City Forms will not be counted in the page limit. Any pages attached to the City Forms shall be counted toward the page limit. The City may reject an offer that exceeds the page limit as non-responsive.

NUMBER OF COPIES: Submit **FOUR (4) ORIGINAL HARD COPY AND AN ELECTRONIC VERSION IN ADOBE ACROBAT ® (PDF) ON EITHER A COMPACT DISC OR DISC DRIVE** of your offer. The original hard copy must be bound.

MATERIALS USED FOR OFFER: The offer must be submitted in packaging/packing materials that meet at least one of, and preferable all of the following criteria: (a) Made from 100% post-consumer recycled materials; (b) Non-toxic; (c) Bio-degradable; (d) Reusable; (e) Recyclable. The original hard copy should be printed on recycled paper (minimum 50% post-consumer waste) and printed double-sided.

OFFER FORMAT:

Cover:

The cover should contain the following:

- Solicitation Number
- Solicitation Name
- Closing Date and Time
- Company name (and logo if desired)
- Other information/graphics as desired

Tabbed Sections of Bound Proposal:

Cover Letter (1 page)

All proposals must follow the general guidelines and format outlined below exactly. Proposals that do not follow these criteria will be returned without review.

General guidelines

To ensure easy readability, proposals should use at least one-inch page margins and 12-point font of an easily legible font face. The content of Section 5.2.2 below, including all graphs, figures, and tables, may not exceed 20 pages.

Proposal contents

The proposal should present a plan to provide a comprehensive recommendation for a transition from legacy technology (LPS and HPS, and non-dark-sky-compliant lighting that may be in use in Flagstaff or other communities) to LED. The City of Flagstaff and Lowell

Observatory see this as an opportunity for proposers to devise an innovative solution to support municipal priorities while maintaining exemplary dark-sky practice and policy.

Title and Abstract

The first page of the proposal should provide a descriptive title and an abstract of no more than 300 words. The abstract should provide an effective summary statement of the problem addressed, identify the solution, and specify the objectives and methods of the proposed solution.

Project description

The project description must contain four sections in the order given below. These sections are designed to encourage a step-by-step evaluation of the evolution of an LED-based, dark-sky lighting solution in Flagstaff, and to create a roadmap for other communities that wish to embark on similar efforts. Proposers must source in the reference section all statements from the primary or secondary literature, case studies, and municipal codes and strategic plans.

Evaluation of lighting pole infrastructure in Flagstaff

As stated above, the City desires to maintain existing lighting pole infrastructure in the interest of cost effectiveness. Proposers should provide a plan and timeline for assessment of this infrastructure. The City will provide the selected team with its lighting pole inventory documentation for the purposes of this evaluation. Critical questions include

- Where mast arm overloading by 180 watt LPS fixtures is of critical urgency
- Where poles themselves require engineering or replacement

Evaluation of LPS lighting technology

Proposers must outline a plan to evaluate the state of low pressure sodium lighting in industry. This should include plans and a timeline to provide

- A review of LPS usage generally, showing usage trends and evolution of demand
- A projection for the future availability, cost, and efficiency of LPS lighting, to establish timescales on which LPS must be phased out in favor of LED

Evaluation of LED lighting options

The proposal must provide a plan for evaluation of LED lighting technology. Options that must be explored include but are not limited to:

- FLED (500 nm cutoff)
- PCALED (530 nm cutoff)
- FLED550 (550 nm cutoff)
- NBALED (20 nm band width at 590 nm)
- Other NBALED-analogous options (e.g., narrow band centered at 620-630 nm)

Parameters that must be evaluated are:

- Current efficiency
- Prospects and timescale for improvements in efficiency
- Cost implications to the City of implementation of the various options if it

- Replaces 180-watt LPS fixtures in critical engineering areas identified in section 5.2.2.1 above
- Replaces all current 180-watt LPS fixtures citywide
- Replaces additional HPS fixtures citywide
- Examination of hybrid solutions for LPS/HPS replacement is acceptable and welcomed

Plan for transition of lighting in Flagstaff from LPS/HPS to LED

Narrow band LED lighting preserves the viability and the missions of the local observatories. Proposers should describe a clear path to transitioning Flagstaff from LPS to dark-sky preserving LED. Elements of this plan should include, but are not limited to

- Maintenance of LPS through mechanical solutions (e.g., additional support of mast arms, removal of mast arms and attachment of fixtures directly to poles) while LED solutions are explored and implemented, and timescales for viability of such maintenance
- Temporary installation of broad-spectrum LED (e.g., FLED) in areas of critical urgency identified above while narrower band (PCALED, FLED550, NBALED, orange NBALED) options and improvements are explored
- Proposals for installation of the various types of LED options for public evaluation
- Timescale and limits of improvement in narrow band LED technology
- Plan for phased conversion of LPS and HPS streetlight fixtures to a mix of LED that maintains the dark sky standards in the city
- Projections for change in sky glow under the various scenarios presented

References cited

All references included in the Project Description should be assembled in an alphabetical list. Proposers may use a citation style of their choosing, but they should be consistent throughout the reference list.

Project personnel

Proposers should provide an explanation of the proposed personnel arrangements and the biographical data sheets for each of the main contributors to the project. The explanation should specify how many persons at what percentage of time and in what academic categories will be participating in the project. If the program is complex and involves people from multiple firms or institutions, the organization of the staff and the lines of responsibility must be made clear.

Budget and Budget Narrative

Proposers should present a budget including the following line items.

- Effort level and salary or hourly rate for all personnel involved in the project (FTE levels expected for exempt personnel, hours to be invested for non-exempt personnel).
- Total fringe benefits.
- Direct costs including but not limited to

- Travel and lodging
 - Computers, software, and software licenses
 - Equipment
 - Subcontracts and consultant fees
 - Supplies
 - Administrative costs
 - Indirect costs, accompanied by documentation of negotiated rate as appropriate.
 - A budget narrative of 1-2 pages should accompany the full budget.
- A. **Offer (form)** (attach signed Solicitation Addenda)
- B. **Vendor Questionnaire (form)** (attach copies of licenses)
- C. **References (form)**
- D. **Exceptions (form)** (attach information)
- E. **Confidential Materials (form)**
- F. **Cooperative Purchases (form)**
- G. **Disclosure (form); Declaration Related to Solvency (form); Declaration Related to Gratuities (form); Declaration of Non-Collusion (form)** (attach explanations)

All completed forms must be submitted with offer!

ACKNOWLEDGMENT OF RECEIPT AND REQUEST FOR ADDENDA (FORM)

**SOLICITATION FOR: FMPO-STREET LIGHTING FOR ENHANCING DARK SKIES,
(SLEDS)**

SOLICITATION NO.: 2015-69

CLOSING DATE AND TIME: Wednesday, July 15th, 3:00 PM

Please complete this form and return it to the City Buyer via e-mail at cschroeder@flagstaffaz.gov, facsimile at (928) 213-2209 or mail it to the Buyer at the address listed above to acknowledge your receipt of this Solicitation and **to receive notification of any addenda or responses to questions regarding this Solicitation.**

Company Name: _____

Name / Title of Contact: _____

Address: _____

Phone #: () _____ Fax #: () _____

E-Mail
Address: _____

Signature: _____ Date: _____

NO RESPONSE (FORM)

**SOLICITATION FOR: FMPO-STREET LIGHTING FOR ENHANCING DARK SKIES,
(SLEDS)**

SOLICITATION NO.: 2015-69

CLOSING DATE AND TIME: Wednesday, July 15th, 3:00 PM

If you are not responding to this Solicitation, please complete and return this form to the Buyer at the address listed above, fax to (928) 213-2209 or email to cschroeder@flagstaffaz.gov.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO OFFER:

- Do not provide the materials or services requested
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

Other: _____

This *NO OFFER* response is authorized by: _____

Signature

Title

- Please check one:
- Retain our company on the mailing list for future solicitations.
 - Please remove our company from the mailing list.
 - Please remove our company from this commodity or service only.

OFFER (FORM)

TO THE CITY OF FLAGSTAFF:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with the Solicitation, including Addenda, and as described in this offer made to the City.

Representative or Contact Person's Name: _____

Telephone: _____ Fax: _____

Offeror (Vendor): _____

Address: _____

City, State, Zip: _____

Signature of Person Authorized to Sign Offer Title

Printed Name Date

Attach: Addenda signed by vendor (if addenda were issued).

VENDOR QUESTIONNAIRE (FORM)

Vendor:

Company Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____

Mailing Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____ - _____

Vendor Contact for Questions about Offer:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

_____ Vendor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

_____ Vendor is located in Arizona (The vendor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: _____
(Attach proof of registration)

Business License Information (check one):

_____ Vendor does not have a business location within the City of Flagstaff

OR

_____ Vendor has a business location (uses a building) within the City of Flagstaff

Flagstaff Business License Number: _____

Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):

Insurance (who will provide required coverages):

Insurance Company Name _____.

Contact & Phone Number _____

Subcontractors:

List any subcontractors to be utilized, if any.

REFERENCES (FORM)

REFERENCES. Please submit at least three (3) and no more than five (5) references for projects your company has performed in the last five (5) years demonstrating your experience with providing the services comparable to the Solicitation. The project description should include sufficient detail for the City to evaluate your experience. You should also include the name, title, and telephone number of both the current project owner and the project owner at time of work.

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope and Duration:	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope and Duration:	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope and Duration:	

EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the offer. If notations are made, they must be submitted with your offer and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the offer non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

Exceptions (INITIAL ONE):

_____ No exceptions

_____ Exceptions taken (describe). Attach additional pages if needed.

CONFIDENTIAL MATERIALS (FORM)

If you believe part of your offer is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire offer as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

Confidential/Proprietary Materials (INITIAL ONE):

_____ No confidential/proprietary materials have been included with this offer

_____ Confidential/Proprietary materials are included in this offer. See attached.

COOPERATIVE PURCHASES (FORM)

The City of Flagstaff is a member of Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District.

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.

Cooperative purchasing arrangements such as the above are sanctioned by state law and allow a vendor to sell services and materials to any member of a cooperative group under the same pricing, terms and conditions of contract awarded to the vendor by any other member, following a competitive procurement process.

Is your company willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

_____ Yes _____ No (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject your offer or consider it to be non-responsive.

If you answered Yes, and a contract is approved, others may seek to do business with you under the same terms and conditions, subject to your approval.

DISCLOSURE (FORM)

Any offer must include this completed form. For any item checked YES, you must provide an explanation, including dates, company name(s), enforcing authority, court, agency, etc. Answering YES to one or more questions does not necessarily mean that you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

1. Any offense indicating a lack of business integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation?
YES_____ NO_____
2. Violation of the terms of any public contract? YES_____ NO_____
3. Failure to pay any uncontested debt to any government agency? YES_____ NO_____
4. Violation of any law or regulation pertaining to the protection of public health or the environment? YES_____ NO_____

*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

Has your company or any affiliate of your company in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

YES_____ NO_____

If yes, provide the case name and number, brief description, and disposition or current status.

Has your company or any affiliate of your company in the past 5 years been debarred, disqualified or suspended from submitting proposals on public contracts?

YES_____ NO_____

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

Signature

Title

Date

DECLARATION RELATED TO SOLVENCY (FORM)

Is your firm currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your firm under federal bankruptcy law or any state insolvency law?

_____ Yes _____ No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the vendor nor anyone associated with the vendor has given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the offer ("Gratuities").

Signature of Person Authorized to Sign Offer

Title

DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this offer has been arrived at independently and without consultation, communication or agreement with any other vendor who may submit an offer.

The pricing for this offer has not been disclosed to any other vendor who may submit an offer, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any firm or person to refrain from submitting an offer, or to submit an offer with higher pricing than this offer, or to submit an intentionally high or noncompetitive offer or other form of complementary offer.

This offer is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Signature of Person Authorized to Sign Offer

Title



SLEDS Project Update

- Background / History
- Completed Tasks
- In Progress
- Next Steps
- Questions / Discussion





TEAM FLAGSTAFF



Background / History

- Low Pressure Sodium in Flagstaff
 - 1989
 - Today
- SLEDS
 - IGA – RFP – Consultant Contract
 - Monrad Engineering





TEAM FLAGSTAFF



Background / History

- Low Pressure Sodium in Flagstaff
 - 1989
 - The most efficient source
 - Readily available
 - The best option for Flagstaff
 - Today
 - Less efficient than modern solid state sources
 - High maintenance costs
 - Obsolescence
 - Structural deficiencies
 - No longer an option for Flagstaff





Background / History

- SLEDS
 - IGA with ADOT, June 2015
 - FMPO – Surface Transportation Program
 - FY 16 - \$100K - Consultant Contract
 - FY 16 - \$200K – Test Fixtures
 - FY 18 - \$370K – First phase replacements
 - Monrad Engineering





Highlights of RFP – Challenges and Opportunities

“We seek to identify how the City can affect a solution to this challenge. At the same time, we identify it as an opportunity for Flagstaff to demonstrate to other municipalities an innovative lighting solution for dark-sky preservation with LED technology. This entails:

- A cost effective solution to long-term street lighting needs that achieves municipal objectives for safety and cost effectiveness and astronomical objectives for maintaining dark skies.
- Innovation that advances the industry or best practices for technology transfer that advances the purpose of preserving dark skies.”





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Highlights of RFP – Project Direction

- (1) Maintain or approximate current lighting levels and
- (2) Do not adversely impact the City's dark sky natural resource or the missions of the Lowell Observatory and the U.S. Naval Observatory.

- Utilize existing light pole infrastructure.

Measures of Effectiveness may include:

- Light Uniformity
- Brightness and Spectrum Analysis from several perspectives
- Color rendition
- Wind loading (Effective Projected Area)
- Public commentary on lighting levels and color rendition
- Life cycle costs including, but not limited to, initial capital expense, energy use, and maintenance"





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Completed Tasks

- Assessment of viability of LPS
- Structural Analysis of Mast Arms
- Existing Condition Measurements
 - Cheshire Residential Test Area
 - General Citywide
- Selected Test Fixtures
 - Arterials and selected Major Collectors
 - Selected Major Collectors, Minor Collectors, Locals



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In Progress Tasks

- Draft SLEDS Report
- ADOT procurement
- SLEDS Team assessment of Lab Data for test fixture scenarios
- Test Fixture test strips
 - Cheshire and TBD Arterials
- Meetings...





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Next Steps

- Meetings...
- Public feedback
- SLEDS Team feedback on testing





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Next Steps

- Develop recommended standard
- Establish Citywide replacement scenarios
- Finalize SLEDS Project Report
- City Council Adoption of new Engineering Standards for Roadway Lighting





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Questions / Conclusions



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Dan Folke, Planning Director
Date: 10/24/2016
Meeting Date: 11/01/2016



TITLE

Review: Regulations to Park Trailers, RVs and Boats.

RECOMMENDED ACTION:

The item is presented at the request of City Council. At the conclusion of the discussion, City Council may direct staff to prepare an amendment to the Zoning Code if desired.

EXECUTIVE SUMMARY:

Staff will present information on the current rules pertaining to the parking and storage of trailers, RVs and boats including how the current rules have evolved since 1991. The rules have evolved from keeping all vehicles out of the front and side yard setbacks, to specifically prohibiting trailers, RV's and boats from parking in driveways. Potential amendments could consider expanding where these types of vehicles may be parked on private property or what times of year. Enforcement has been consistent during the past decade. Code Compliance staff responds to reports of non-compliance with a campaign to educate and seek voluntary compliance. This has been done in a variety of ways from mailed information to entire neighborhoods to direct contact with property owners. Staff has not issued summons to appear in municipal court for these violations.

INFORMATION:

Attachments: RV CCR 2016

CITY COUNCIL REPORT
PUBLIC

DATE: September 23, 2016

TO: Mayor and Council Members

FROM: Daniel Folke, AICP, Planning Director

CC: Josh Copley, Barbara Goodrich, Shane Dille, Mark Landsiedel

SUBJECT: Parking for Trailers, RVs and Boats

The Planning Director was asked to provide the legislative history on the current rules for parking trailers, RVs and boats on residential properties.

Land Development Code (1991-2011)

In 2002 the Flagstaff City Council adopted amendments to the Land Development Code (LDC), 10-07-002-0002 OFF STREET PARKING STANDARDS, which included the following language:

TRAILERS, RV'S, BOATS. A camping or vacation trailer, recreational vehicle or boat may be stored in the rear or interior side yard, garage or carport on any lot in any district, provided that: 1) there is a principal use of the property, to which such storage would be accessory; 2) no living quarters shall be maintained or any business conducted in connection therewith while such trailer or vehicle is so parked or stored; and 3) the required parking on the lot is maintained in addition to the area used for the stored vehicle(s).

This section worked in conjunction with the following language which already existed:

LOCATION. All off-street parking shall be on-premises parking unless the requirements of Section 10-07-002-0004 are met for off-premise parking facilities. In all established zoning districts, required parking is not permitted in the required front and exterior side yard setbacks unless provided otherwise in individual districts, and is also regulated by bufferyard requirements in Chapter 10-6 when applicable. ...

The combination of these two paragraphs is that no vehicles were permitted to park within the front and exterior side yard setback. The 2002 amendment made it clear that trailers, RV's and boats, which may not have been considered "required parking", may only be stored in the rear, interior side yard or within a garage or carport. The language in the LOCATION paragraph which prohibits parking of all vehicles in the front and exterior side yard setbacks may date back to the adoption of the LDC in 1991.

Zoning Code (2011)

In 2011 City Council adopted the Zoning Code which included a section on parking of Trailers, RV's and Boats. These rules and enforcement were addressed in the May 22, 2015 CCR attached to this report. The 2011 Zoning Code includes the same prohibition from the LDC that prohibits parking these types of vehicles in the front and exterior side yard. The 2011 zoning code added language to clarify that these vehicles are allowed to be stored in the rear or interior side yard behind the front of the building, garage, or carport.

Zoning Code (2016)

The 2016 Zoning Code amendments attempted to address several issues that came out of enforcement. Current rules for required on-site parking are found in the Zoning Code Section 10-50.80.080 Parking Spaces, Parking Lot Design and Layout and are attached to this CCR. Rules for the location of residential parking begin on page 50.80-20. The amendments attempt to accomplish the following:

- Provide a visual depiction of where and what types of vehicles may park on residential properties
- Differentiate between storage and short term parking of trailers, RVs and boats by defining storage as more than 5 days per month
- Created rules to allow parking of trailers, RV's and boats on site for 5 days or less per month
- Allows parking of these vehicles in a driveway, in front of a home for 5 days per month
- Allows overnight parking of trailers, motor homes and RVs on commercial and industrial properties where camping is not specifically permitted with the permission of the property owner

Summer 2016 Enforcement

As has been the case each of the past several summers, Code Compliance staff has been provided lists of properties that are not in compliance with the rules for parking of these vehicles. This year we responded to a list of 43 properties in University Heights. The Code team has systematically worked through the list and if a violation was observed have made contact with each of the owners. We have received a mix of responses from property owners and tenants and are working on a report of the current status.

Attachments: CCR Parking RVs Trailer May 2015; Flagstaff Zoning Code 10-50.80.080

CITY COUNCIL REPORT
Public

DATE: May 22, 2015

TO: Mayor and Councilmembers

FROM: Mark Landsiedel, Dan Folke AICP, Roger E. Eastman AICP

CC: Jeff Meilbeck, Josh Copley, Jerene Watson, Leadership Team

SUBJECT: REGULATIONS ASSOCIATED WITH PARKING TRAILERS, RVs
and BOATS IN RESIDENTIAL NEIGHBORHOODS

This CCR is in response to a request from City Council for information regarding the City's regulations pertaining to park trailers, RVs and boats.

DISCUSSION

The Flagstaff Zoning Code includes a section that specifically addresses the parking of RVs, trailers and boats:

Section 10-50.80.080.L Trailers, RV's and Boats

1. Parking or placement of a camping or vacation trailer, recreational vehicle, utility trailer or boat in any zone for residential or storage purposes shall be prohibited except as determined by Subsection 2 below.
2. A camping or vacation trailer, recreation vehicle, utility trailer, or boat may be stored in the rear or interior side setback behind the front of the building, garage, or carport on any parcel in any zone, provided that:
 - a. There is a principal use of the property, to which such storage would be accessory;
 - b. No living quarters shall be maintained or any business conducted within a parked or stored trailer or vehicle; and
 - c. The required parking on the parcel is maintained in addition to the area used for the stored vehicle(s).
3. Overnight parking of travel trailers, motor homes, boats or other recreational vehicles is prohibited in commercial zones where camping activities are not specifically permitted by this Zoning Code. Owners of such properties shall be prohibited from posting signs indicating that camping is permitted.

Residential Zones: The Code states that RVs, trailers, and boats may not be parked or placed for residential or storage purposes in any zone except as permitted under paragraph 2. Pursuant to paragraph 2, such vehicles may be stored inside yards behind the front of a residence or garage and rear yards subject to certain standards. RVs, trailer, and boats may not be stored in the front yard. During the year when the snow

ordinance is not in effect (April 2nd through October 31st), RVs, trailers, and other vehicles that are licensed and operable may be parked legally on the street.

Staff does receive complaints from citizens about RV, trailer and boat parking. They often provide a list of multiple properties that are not in compliance because a vehicle is parked in the driveway or other portion of the front setback. It is not unusual to receive a list of 20-30 properties. Staff investigates the properties to determine if a violation exists. Once confirmed, staff will contact the property owner with a door hanger and seek voluntary compliance.

Staff also takes proactive steps to educate homeowners about the restrictions. In 2012, staff mailed over 400 letters to the Swiss Manor neighborhood to inform residents about the RV, boat and trailer parking requirements. Similar mailings have been completed in University Heights and Upper Greenlaw. The mailings generate a significant number of phone calls to clarify the rules and do result in increased compliance.

One of the issues staff faces when enforcing the parking restrictions is that the current code language does not differentiate between storage and short term parking. Staff receives frequent complaints about short term parking of RVs while owners are actively using the vehicle, preparing for a trip, performing maintenance, or hosting an out of town guest with an RV. During the summer months when an RV, boat or trailer is being intermittently used, staff believes it is reasonable to allow short term parking in the driveway. In addition, not all side yards are either wide enough or flat enough to allow for the parking of an RV, boat or trailer. For these reasons, Staff has a number of ideas to improve the Zoning Code's standards regarding the parking of RVs, trailers, and boats. These ideas will be presented as part of the Zoning Code amendments currently being presented to the Planning and Zoning Commission and will proceed to City Council. The proposed amendments may include:

1. A definition of short term parking and long term storage.
2. An illustration to clearly show where RVs, trailers and boats may be stored – in the side and rear yard only.
3. A suggestion that long term storage may also be allowed on the side of the driveway between the driveway and the nearest property line generally in front of the side yard area.
4. A standard that would allow RVs, trailers, and boats to be parked on a driveway or to the side of the driveway as described in #2 above for the purposes of loading, unloading, replenishing, maintenance and similar short term uses. Consideration will be given to whether this should be limited to the time of year when the winter parking ordinance is not in effect, or whether it should be allowed year round.
5. A standard that would allow for visitors to a residence to stay in their RV on the property, subject to certain standards.

Commercial Zones: Paragraph 3 states that RVs and travel trailers may not be parked in commercial zones for the purposes of an overnight stay, and on a number of occasions staff has been asked to deal with this, especially at the Wal-Mart parking lots. Council held a work session on this topic in February 2014 and provided general direction to staff. As part of the Zoning Code amendments that will be presented to the Council after the summer recess, staff will present two options for the Council's consideration, one to

allow overnight parking of RVs and travel trailers subject to specific standards, and an alternative that specifically prohibits such parking and that updates the definition of camping as it would be applied through the Zoning Code.

RECOMMENDATION / CONCLUSION

This report is for information only.

2. There is available or planned public parking capacity to offset this demand;
3. The public parking will be made available within a reasonable time period of the approval of this development; and,
4. The fee option is available only if an existing or planned parking facility exists within 600 feet of the site, or within a distance set by the parking management district. The fee shall be the current value of land and parking construction costs per space needed, as determined by an adopted parking management plan.

10-50.80.080 Parking Spaces, Parking Lot Design and Layout

A. Access

The following regulations are applicable to off-street parking lot access design and include parking for single-family residences unless modified by Chapter 10-40 (Specific to Zones).

1. Each required off-street parking space shall open directly onto an aisle or driveway as specified in Table A (Minimum Dimensional Requirements). All off-street parking facilities shall be designed with an appropriate means of vehicular access to a street or to an alley to cause the least interference with traffic movements.
2. Parking spaces in any parking lot or parking structure for any use other than single-family dwellings shall not be designed or located so as to permit a vehicle to enter or exit a parking space directly from a public thoroughfare. Driveways to the public thoroughfares shall be by forward motion of the vehicle. Ingress to and egress from parking spaces shall be from an onsite aisle or driveway. Exception: Parking spaces within lots of up to eight spaces may be designed or located so as to permit a vehicle to enter or exit a parking space directly from a public alley or rear lane.
3. Driveways from a public thoroughfare to off-street parking areas in all residential zones shall meet the following:
 - a. Driveways shall be a minimum of 10 feet wide; and
 - b. If a driveway serves more than two dwelling units or is longer than 150 feet, the driveway shall have a minimum width and turnaround in accordance with Fire Department requirements and the *Engineering Standards*.
4. Materials
 - a. All off-street parking areas and driveways shall be surfaced with materials as approved by the City Engineer and maintained in

accordance with the *Engineering Standards* and the *Stormwater Regulations*.

- b. Driveway materials shall extend and include the area between the property line and the street.
 - c. In areas where roads are not paved, the requirement for paving a driveway is not required, unless the driveway is required for fire access in accordance with the Fire Code.
5. The design and construction of all off-street parking access drives shall meet the requirements of the *Engineering Standards*.

B. Design of Parking Lot

- 1. Parking spaces shall be designed in accordance with the dimensional requirements provided in Table A (Minimum Dimensional Requirements) and as illustrated in Figure A.

Table 10-50.80.080.A: Minimum Dimensional Requirements					
Angle ³	Parking Row Depth	Drive Aisle Width		Space Width ²	Space Length
		One-way	Two-way		
	(A)	(B)	(C)	(D)	(E)
Parallel	9'	12'	20'	9'	20'
30°	17' ¹	11'	24'	9'	20' ¹
45°	20' ¹	13'	24'	9'	20' ¹
60°	21' ¹	18'	24'	9'	20' ¹
Perpendicular	18' ¹	24'	24'	9'	18' ¹
Tandem (two spaces)	18' ¹	14'	24'	9'	36' ¹

End Notes

¹Paved Parking Space Length (E) may be decreased by up to 1.5' by providing an equivalent vehicle overhang. This reduction may reduce the Parking Row Depth (A) by up to 1.5'; however, such overhangs shall not intrude into any required pedestrian walkways or landscaped areas or buffers.

²Space width shall be increased by 1' when adjacent to a wall. The width of parking spaces on either side of a column or post in a parking garage or supporting an overhead structure shall be measured from the outer edge of the column or post.

³Angles less than 30° can be used if it is shown by the project engineer that the angle and layout can work.

- 2. Covered off-street parking spaces, such as in a garage for a residence, shall not be less than 10 feet in width and 20 feet in length, and shall have a minimum vertical clearance of seven feet. This standard does not apply to parking spaces in a parking structure.

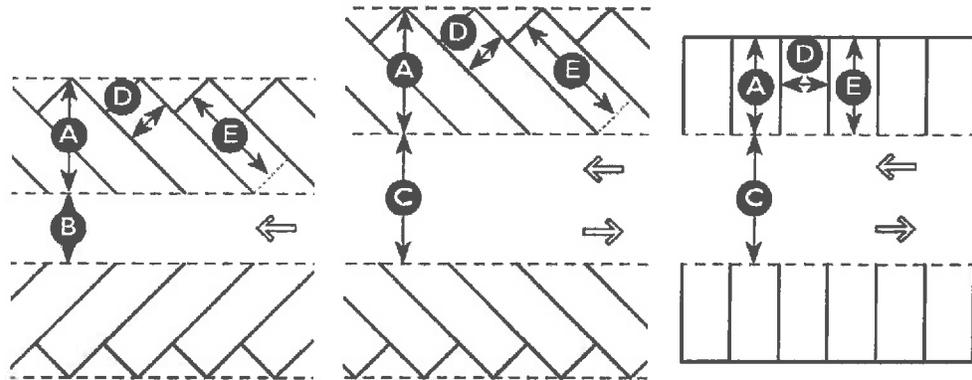


Figure A. Parking Lot Design

C. Parking for Disabled Persons

1. All parking facilities that require parking spaces for disabled persons shall conform to the Americans with Disabilities Act (ADA) and A.R.S. § 28-882. Accessible parking spaces count toward the total parking requirement. Where the standards found here conflict with other standards the most restrictive shall apply.
2. Accessible Parking Space Standards
 - a. All accessible parking spaces shall be a minimum of 11 feet wide and 20 feet space long. Parking space length may be decreased by up to one and one-half feet by providing an equivalent vehicle overhang;
 - b. The passenger loading space or access aisle (i.e. the hatched areas next to an accessible parking space) shall be a minimum of five feet wide;
 - c. The slope of the parking space and access aisle shall not exceed 1:50 (two percent) in all directions; and
 - d. Location
 - (1) Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance;
 - (2) In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility;

- (3) In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances; and
- (4) Wherever practical, the accessible path of travel should not cross drive aisles and should not go behind parked cars.

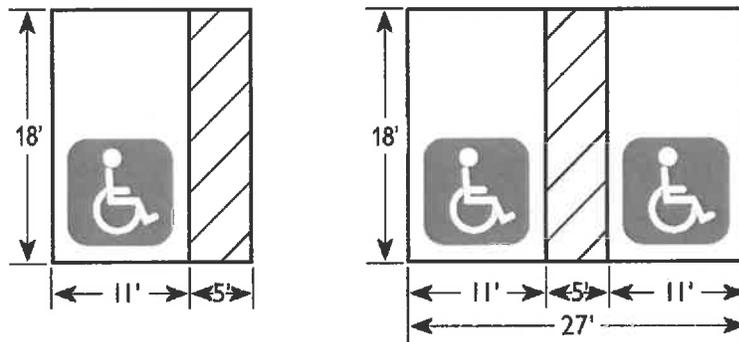


Figure B. Accessible Parking Space Dimensions

3. Number of Accessible Parking Spaces

- a. If parking spaces are provided for self-parking by employees and/or visitors for all non-residential uses, then accessible spaces complying with ADA regulations shall be provided in conformance with Table 10-50.80.080.B.

Table 10-50.80.080.B: Min. Number of Accessible Spaces	
Total Parking in Lot	Required Min Number of Accessible Spaces
1 to 20	1
21 to 40	2
41 to 60	3
61 to 80	4
81 to 100	5
101 to 140	6
141 to 200	7
201 to 300	8
301 to 400	9
401 to 500	10
501 to 1000	2% of total
>1,000	20 plus 1 for each 100 over 1,000

- b. In apartment developments, at least one accessible parking space or two percent of the total overall number of parking spaces, whichever is greater, shall be reserved.
4. Each parking space prescribed in this Section shall be prominently outlined with paint and posted with a permanent sign that is located at least three feet but no more than six feet above grade, that is of a color and design approved by the State of Arizona and that bears the internationally accepted symbol of access and the caption "Reserved Parking".

D. Landscaping

The requirements for landscaping within parking areas are established in Division 10-50.60 (Landscaping Standards).

E. Lighting

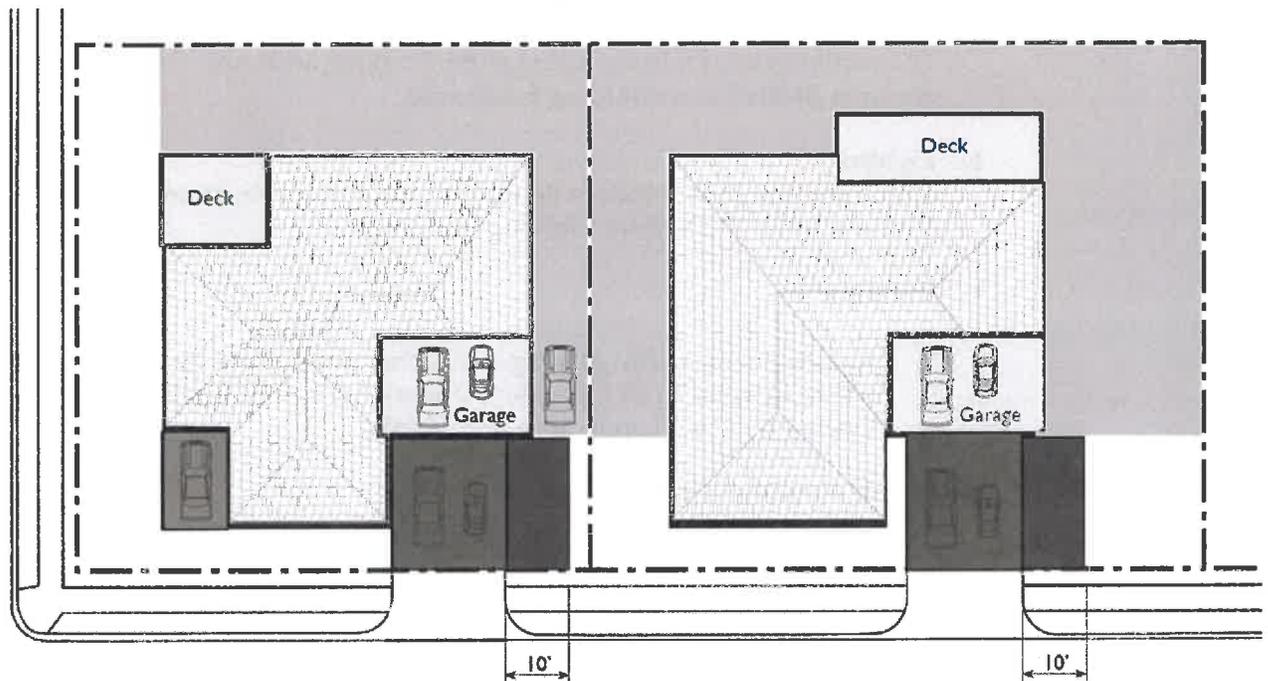
The requirements for outdoor lighting within parking areas are established in Division 10-50.70 (Outdoor Lighting Standards).

F. Location

1. The location of on-site parking in all zones is regulated by setbacks as set forth in Chapter 10-40 (Specific to Zones) and buffers established in Division 10-50.60 (Landscaping Standards).
2. **All Non-Residential Zones**
In all non-residential zones, vehicle parking is not permitted in the required front and exterior side setback areas, except as follows:
 - a. Parking in the exterior side yard is permitted when the parking space is a minimum of 20 feet from the exterior side property line and the parking space is located behind the front of the building
3. **All Residential Zones**
 - a. In all residential zones, vehicle parking is not permitted in the required front and exterior side setback areas, except when the parking space is a minimum of 20 feet from the exterior side property lines and the parking space is located in front of the building.
 - b. Parking is only permitted in the following locations as illustrated in Figure C:
 - (1) Within interior and rear yard areas;
 - (2) Within the front yard only on the driveway; and
 - (3) Within an area no more than 10 feet in width on the side of the driveway between the driveway and the nearest interior side

property line (see also Section 10-50.80.080.L (Trailers, RVs and Boats), provided that;

- (a) The parking shall only be accessed from the existing driveway serving the residence, and no additional curb cut shall be permitted; and
- (b) The surface of the parking area shall be designed and constructed in accordance with the *Engineering Standards*.



- Front and exterior side yard – no vehicle, RV or boat parking permitted
- Rear and interior side yard – parking and storage of all vehicles permitted
- Limited area in exterior side yard – unlimited parking and storage of vehicles permitted, but not RVs, trailers or boats
- Driveway in front of garage or carport – unlimited vehicle parking, except that RVs, trailers or boats may be parked for only 5 days or less per month
- Area max. 10' wide to side of driveway closest to interior side property line – unlimited vehicle parking, except that RVs, trailers or boats may only be parked for 5 days or less per month

Figure C. Parking of Vehicles, RVs and Boats

G. Screening

For standards related to screening of parking areas see Division 10-50.50 (Fences and Screening).

H. Signs

For standards related to signage see Division 10-50.100 (Sign Standards).

I. Size of Parking Lot

A single parking area shall not exceed one acre in size. Parking areas larger than one acre in size shall be broken down into smaller lots with planted buffers (15 feet minimum depth) between them to minimize the perceived scale of the total field of stalls.

J. Slope of Parking Areas

The surface grade of the parking area shall be designed and constructed in accordance with the *Engineering Standards*.

K. Tandem Parking

Tandem parking is permitted in all zones for single-family residences, Accessory Dwelling Units, and duplexes as follows:

1. Both tandem parking spaces satisfy the parking requirement of one residential unit; and,
2. Neither of the tandem parking spaces shall be for required accessible parking spaces.

L. Trailers, RV's and Boats

1. The parking or placement of a camping or vacation trailer, recreational vehicle, utility trailer or boat in any zone for residential or storage purposes shall be prohibited except as determined by Subsection 2 and 3 below.
2. **Storage of Trailers, RVs and Boats**

Camping or vacation trailers, recreation vehicles, utility trailers, or boats may be stored (i.e. parked for any period longer than five days per month) only in the rear or interior side yard behind the front of the building, garage, or carport on any parcel in any zone as illustrated in Figure C, provided that:

 - a. There is a principal use of the property, to which such storage would be accessory;
 - b. No business shall be conducted within a stored trailer or vehicle;
 - c. The camping or vacation trailer or recreation vehicle shall not be used for residential purposes; except that guests of the property owner or tenant may stay in the camping or vacation trailer or recreation vehicle for no more than five days per month; and
 - d. The minimum number of required parking spaces for the lot or parcel is maintained in addition to the area used for the stored vehicle(s).

3. Parking of Trailers, RVs and Boats

A camping or vacation trailer, recreation vehicle, utility trailer, or boat may only be parked (i.e. parked for five days or less per month) for maintenance, loading, and unloading purposes in the following locations;

- a. Within the rear or interior side yard behind the front of the building, garage, or carport on any parcel in any zone;
- b. Within the front yard only on the driveway in front of a garage or carport, and;
- c. Within an area no more than 10 feet in width on the side of the driveway between the driveway and the nearest interior side property line, provided that:
 - (1) There is a principal use of the property, to which such parking would be accessory;
 - (2) No business shall be conducted within a parked trailer or vehicle;
 - (3) The camping or vacation trailer or recreation vehicle shall not be used for residential purposes, except that guests of the property owner or tenant may stay in the camping or vacation trailer or recreation vehicle for no more than five days per month; and
 - (4) The minimum number of required parking spaces for the property is maintained in addition to the area used for the stored vehicle(s).

4. Overnight Parking of Travel Trailers, Motor Homes and RVs

Overnight parking of travel trailers, motor homes or other recreational vehicles is permitted in commercial and industrial zones where camping activities are not specifically permitted by this Zoning Code, provided:

- a. The owner, lessee, occupant or person having legal control of the property permits the use of the property for such overnight parking;
- b. The property is clearly posted with a sign(s) indicating that overnight parking is permitted subject to the standards provided in this Section;
- c. Vehicles are only parked for the purpose of overnight parking for no more than one night and shall be moved from the property by no later than 10:00 am the following morning; and
- d. It shall be the responsibility of the property owner to ensure that the property is maintained in a clean and sanitary condition free from litter, trash or other waste in accordance with applicable City standards.

(Section 10-50.80.080 amended by Ord. 2016-07, adopted Feb. 16, 2016)

10-50.80.090 Development and Maintenance**A. Construction Specifications**

The construction of all off-street parking areas shall meet the requirements of the *Engineering Standards*.

Maintenance

1. All parking areas shall be paved, striped, and maintained in a dust-free and litter-free condition at all times.
2. A Parking Lot Maintenance Permit shall be required when existing parking areas are repaved, resealed, or restriped. See Section 10-20.40.110 (Parking Lot Maintenance Permit).