FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MARCH 7, 2017

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:30 P.M. AND 6:00 P.M.

4:30 P.M. MEETING

Individual Items on the 4:30 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 EVANS
VICE MAYOR WHELAN
COUNCILMEMBER BAROTZ
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life for all.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Council Meeting of February 21, 2017.

5. PUBLIC PARTICIPATION

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

6. PROCLAMATIONS AND RECOGNITIONS

7. APPOINTMENTS

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

None

8. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Scott Heinonen, "The Cottage Place", 126 W. Cottage Ave., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

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

B. **Consideration and Action on Liquor License Application:** David Hallum "Hallum Food Stores", 4501 N. Hwy. 89, Series 10 (beer and wine store), 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:** Michael Marquess, "Mother Road Brewing Company", 1300 E. Butler Ave., Suite 200, Series 03 (Microbrewery), New License.

RECOMMENDED ACTION:

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

9. CONSENT ITEMS

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

A. **Consideration and Approval of Preliminary Plat:** Request from IMH Special Asset 118 LLC, for the subdivision of approximately 47.36 acres known as The Wedge, into 47 single-family residential lots within the Rural Residential (RR) zone.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommends the City Council approve the preliminary plat with the conditions outlined in the staff summary.

10. ROUTINE ITEMS

A. **Consideration and Approval of Contract:** With Sellers and Sons, Inc. in the amount of $4,675,913.80 for the Lockett Road and Fanning Wash Improvement Project (Project).

RECOMMENDED ACTION:

1) Approve the construction contract with Sellers and Sons Inc. in the amount of $4,675,913.80, which includes Additive Alternate #1, #3 and #4, and a contract time of 180 calendar days;
2) Approve Change Order Authority to the City Manager in the amount of $452,000.00 (10% of the contract amount, less allowance); and
3) Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** Flagstaff Watershed Protection Project Intergovernmental Agreement No. 17-1 between City of Flagstaff and Arizona Department of Forestry and Fire Management.

RECOMMENDED ACTION:

Approve Flagstaff Watershed Protection Project (FWPP) Intergovernmental Agreement (IGA) No. 17-1 between City of Flagstaff (City) and Arizona Department of Forestry and Fire Management (DFFM).

C. **Consideration and Approval of Contract:** Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for the Fourth Street / I-40 Project Assessment for Bridge Widening and Replacement.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement (IGA) between the Arizona Department of Transportation (ADOT) and the City of Flagstaff in the amount of $60,000.

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 EVANS
VICE MAYOR WHELAN
COUNCILMEMBER BAROTZ
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

12. PUBLIC PARTICIPATION

13. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

14. PUBLIC HEARING ITEMS

None

15. REGULAR AGENDA

A. **Consideration and Possible Adoption of Proposed Ordinance No. 2017-08:** Amending Title 15, Labor; Chapter 15-01, Minimum Wage, of the Flagstaff City Code.

RECOMMENDED ACTION:

Should Council wish to move forward with adopting this proposed ordinance:

At the March 7, 2017, Council Meeting
1) Read Ordinance No. 2017-08 by title only for the first time (requiring a 3/4 vote of Council)
2) City Clerk reads Ordinance No. 2017-08 by title only
At the March 21, 2017, Council Meeting
3) Read Ordinance No. 2017-08 by title only for the final time (requiring a 3/4 vote of Council)
4) City Clerk reads Ordinance No. 2017-08 by title only
5) Adopt Ordinance No. 2017-08 (requiring a 3/4 vote of Council)

B. **Discussion and Possible Direction**: Current Issues Before the Arizona Legislature and Federal Issues.

16. DISCUSSION ITEMS

None

17. COUNCIL LIAISON REPORTS

18. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Barotz to place on a future agenda discussion of the possible renaming of the Commission on Disability Awareness.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Evans to place on a future agenda discussion of the creation of local municipal identification cards.

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

20. 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 _____, 2017.

_____
Elizabeth A. Burke, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	03/03/2017
Meeting Date:	03/07/2017

TITLE

Consideration and Approval of Minutes: City Council Regular Council Meeting of February 21, 2017.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Regular Council Meeting of February, 2017.

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: 02.21.2017.CCRM.Minutes

CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 21, 2017
COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M. AND 6:00 P.M.

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held February 21, 2017, to order at 4:30 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR EVANS	NONE
VICE MAYOR WHELAN	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The audience and City Council recited the Pledge of Allegiance and Councilmember Odegaard 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 for all.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Regular Council Meeting of January 17, 2017, and February 7, 2017.

Councilmember McCarthy requested a change to the first paragraph on page six of the January 17, 2017 minutes. He requested that the sentance read "It was agreed, although not made part of the motion, that in order to move a F.A.I.R. item to an earlier date on the calendar, it would require the agreement of four Councilmembers."

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Scott Overton to approve the minutes of the City Council Regular Council Meeting of January 17, 2017, and February 7, 2017 as amended.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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Karin Eberhard addressed the Council and invited them to attend the Flagstaff Community STEM Celebration on March 6, 2017 from 5:30 p.m. to 7:30 p.m. at Walkup Skydome.

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: Tourism Commission.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Scott Overton to appoint Lynda Fleischer to the Tourism Commission, term to expire January 2020.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Scott Overton to appoint Caleb Schiff to the Tourism Commission, term to expire January 2020.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Celia Barotz, **seconded by** Councilmember Eva Putzova to appoint Joe O'Donnell to the Tourism Commission, term to expire January 2020.

Vote: 7 - 0 - Unanimously

B. **Consideration of Appointments:** Disability Awareness Commission.

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Celia Barotz to appoint Christina Leland to the Commission on Disability Awareness, term to expire March 2020.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Celia Barotz, **seconded by** Councilmember Scott Overton to appoint Russell Randall to the Commission on Disability Awareness, term to expire March 2020.

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Jamie Whelan, **seconded by** Councilmember Eva Putzova to appoint Suzanne Motsinger to the Commission on Disability Awareness, term to expire March 2020.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Jamie Whelan to appoint Kevin Parkes to the Commission on Disability Awareness, term to expire March 2020.

Vote: 7 - 0 - Unanimously

Councilmember Barotz stated that she recently requested a FAIR item to consider changing the name of the commission to something more appropriate.

C. **Consideration of Appointments:** Parks and Recreation Commission.

Vice Mayor Whelan stated that she met with both applicants and while Mr. Behrens was not selected she hopes he continues to apply to come on to one of the City's commissions. She stated that she is very impressed with the applicants for the City's various boards and commissions.

Moved by Vice Mayor Jamie Whelan, **seconded by** Councilmember Scott Overton to appoint Cody Gerhart to the Parks and Recreation Commission, term to expire August 2018.

Vote: 7 - 0 - Unanimously

8. LIQUOR LICENSE PUBLIC HEARINGS

Vice Mayor Whelan asked how the multiple licenses at Collins would work. Sergeant Gregory Jay with the Flagstaff Police Department stated that Collins currently has a series 06 license that is expiring in May 2017. Mr. Choi acquired an additional series 06 license on the private market from the recently closed Maloney's. Under state law a business can hold multiple quota licenses but they have to be activated under certain time frames or they revert back to the State. Collins will activate and rotate each license for six months at a time so they do not revert back to the State. The operations will remain the same as they are now.

Moved by Councilmember Scott Overton, **seconded by** Vice Mayor Jamie Whelan to forward all three applications to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Stephen Buysse, "Famous Pizza & Beer", 104 E. Route 66, Series 12 (restaurant), New License.

B. **Consideration and Action on Liquor License Application:** Jeffrey Miller, "Collins Irish Pub & Eatery", 2 N. Leroux St., Series 06 (bar - all spirituous liquor), Person and Location Transfer.

C. **Consideration and Action on Liquor License Application:** Mark Russell, "Oregano's Pizza Bistro", 980 Country Club Drive, Series 12 (restaurant), New License.

9. CONSENT ITEMS

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

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Scott Overton to approve Consent Items 9A and 9B as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Street Closure(s):** Flagstaff Earth Day 2017
Approve the street closure at Aspen Avenue between San Francisco Street and Leroux Street on Saturday, April 22, 2017, from 7:00 a.m. to 4:00 p.m.

B. **Consideration and Approval of Purchase Agreement:** Purchase and Sale Agreement between the City of Flagstaff and FMH Enterprises, LLC for right-of-way acquisition along Humphreys Street (across from Wheeler Park, adjacent to future Marriott Residence Inn).
Approve the Purchase Agreement.

10. ROUTINE ITEMS

None

RECESS

The 4:30 p.m. portion of the February 21, 2017, Council meeting recessed at 4:44 p.m.

6:00 P.M. MEETING

RECONVENE

The Regular Meeting of February 21, 2017, was reconvened at 6:00 p.m.

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.

PRESENT:	ABSENT:
MAYOR EVANS	NONE
VICE MAYOR WHELAN	
COUNCILMEMBER BAROTZ	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER ODEGAARD	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

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

12. PUBLIC PARTICIPATION

None

13. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

None

14. PUBLIC HEARING ITEMS

None

15. REGULAR AGENDA

A. Discussion/Action: Current Issues Before Arizona Legislature and Federal Issues

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

FEDERAL UPDATE

With regards to the Veterans Home Mr. Copley reported that the Arizona Department of Veterans Affairs has said that everything needed at the state level has been done and the next step is to work with the Federal Government. During the Council's Washington D.C. trip they will be meeting with various people and agencies to continue lobbying for the project.

He also reported that the President is working on a revised Executive Order regarding immigration. It is believed that some of the countries that may be identified in the revised order will include Iran, Iraq, Syria, Somalia, Yemen, Sudan and Libya. Currently, there is no information but staff will update the Council as information becomes available.

HOUSE BILLS

HB2121 - IMMIGRATION
HB2086 - MUNICIPAL IDENTIFICATION CARDS
HB2213 - GPLET REFORM
HB2116 - REZONING PROTESTS
HB2124 - MINIMUM WAGE

Councilmember Barotz stated that HB2124 is the same legislation that was passed previously and was found to be unconstitutional; she asked how the bill relates to the Supreme Court case and Proposition 206. Mr. Copley stated that he believes it is an attempt to restrict cities from establishing minimum wages. Just because it is an issue currently before the courts or previous found to be unconstitutional does not mean a bill cannot drop.

SENATE BILLS

SB1487 - WITHHOLDING OF STATE SHARED REVENUES
SB1423 - REPEAL OF SB1070
SB1243 - WEAPONS IN PUBLIC PLACES
SB1090 - HURF EXPENDITURES

ADDITIONAL ITEMS

Councilmember Barotz reported that the bill from the Contractors Association that requires cities to go out for bid on any project over $25,000 is going nowhere.

16. DISCUSSION ITEMS

A. Overview of City of Flagstaff Housing Programs and Services

Housing Director Sarah Darr provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF AFFORDABLE HOUSING OVERVIEW
OUTLINE FOR TONIGHT
INTRODUCTIONS OF FHA BOARD AND HOUSING MANAGEMENT STAFF
CITY OF FLAGSTAFF HOUSING AUTHORITY BOARD
A TOUCH OF HISTORY
NUMBERS
MORE NUMBERS
HOUSING SECTION STAFFING 26.5 POSITIONS
HOUSING SPEAK
AFFORDABLE HOUSING 101
WHAT DO YOU THINK OF WHEN YOU HEAR THE WORDS AFFORDABLE HOUSING?
WHAT IS AFFORDABLE HOUSING?
SO…WHO IS INTERESTED IN LIVING IN AFFORDABLE HOUSING?
WHY IS AFFORDABLE HOUSING IMPORTANT?
IT'S ALL RELATIVE

Councilmember Putzova asked how household is defined. Ms. Darr explained that the definition of household and family are often interchangeable but the definition is all individuals living under one roof. There is no relationship requirements but they do determine how many children are living within the household. Councilmember Putzova stated that by definition a house can be affordable for three unrelated individuals but it is not the type of accommodation that is preferred but chosen out of necessity; because of this the combined incomes move many households into a disqualified status.

Ms. Darr continued the presentation.

BUT ISN'T ALL HOUSING AFFORDABLE IF YOU MAKE ENOUGH MONEY?
BASIC HOUSING CONTINUUM
AREA MEDIAN INCOME (AMI) AND INCOME LIMITS
WHY ARE MOST EFFORTS FOCUSED ON LOW-INCOME HOUSEHOLDS?
A FEW ITEMS TO REMEMBER
YES, BUT HOW?
RENTAL HOUSING
OWNERSHIP HOUSING
SUBSIDY RECAPTURE EXAMPLE: DOWN PAYMENT/CLOSING COST LOANS
I UNDERSTAND FORGIVEN OR RECAPTURED BUT WHAT DO YOU MEAN BY
    "RETAINED" AND WHY WOULD YOU DO IT?
PERMANENT AFFORDABILITY TOOLS
TAX CREDIT 101
WHAT ABOUT OTHER FUNDING SOURCES?
FEDERAL
STATE
LOCAL
EMPLOYERS
CITY OF FLAGSTAFF HOUSING PROGRAMS
PUBLIC HOUSING – 265 UNITS
    BRANNEN HOMES
    SILAR HOMES
    SCATTERED SITES
PUBLIC HOUSING MAINTENANCE
PUBLIC HOUSING FUNDING
CLARK HOMES – 80 UNITS
VOUCHER PROGRAMS

SECTION 8 HOUSING CHOICE VOUCHERS
VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH)
VOUCHER PROGRAM FUNDING

Mayor Evans asked for the number of people on waiting lists for housing and Section 8 assistance. Ms. Darr explained that she does not have those numbers readily available but will provide them in a CCR to Council. She offered that there was a recent article in the Daily Sun and the numbers that were reported in the article were accurate. Mayor Evans asked if there are people who lose their vouchers because they are unable to find qualified housing. Ms. Darr stated that there are people who do lose their vouchers but the numbers are much smaller than she had anticipated; she will include that information in the CCR as well.

Ms. Darr continued.

SRO FOR SMI – 12 UNITS
CDBG
AFFORDABLE HOUSING PLANNING
INCENTIVE POLICY FOR AFFORDABLE HOUSING (IPAH)
OWNER OCCUPIED HOUSING REHABILITATION
PERMANENT AFFORDABILITY
OTHER PROGRAM ELEMENTS
CLOSING THOUGHTS

Vice Mayor Whelan stated that there is a vast spectrum of things the Flagstaff Housing Authority does with only 26.5 people, a bulk of which is maintenance staff. As a Council they want to go in the direction of supporting more affordable housing through various programs; she asked what kind of stresses that will place on the existing staff and program. Ms. Darr stated that she has heard the Council and is aware of the desires. Through the budget process the Housing Authority has turned in a number of requests and they are structured in a way that indicates if Council decides this then the program needs this; hopefully that provides the necessary information for Council to determine what direction they want to go.

Councilmember Barotz offered that the Council has discussed looking at the zoning code and those regulations to better promote affordable housing; she does not feel that the City will get the results desired simply by changing the code. The community is yearning for bigger solutions and the Council should focus on those. Councilmember Putzova stated that if Council can set some clear and distinct goals such as doubling the number of affordable units with an equal amount being rentals in five or ten years staff can provide proposals on how to accomplish that. The Council needs to agree on direction that seems reasonable and attainable then staff can put the proposals and costs together for evaluation and direction.

Councilmember Overton asked about the large employer forum on workforce housing. Ms. Darr stated that ECoNA has taken over the forum and they recently conducted an employer survey to identify the needs per employer; they are not quite ready to release the data because the consultant has not quite finished. Councilmember Overton offered that employers have much more flexibility in the housing situation for their employees and can accomplish things much more quickly. Ms. Darr explained that the Housing staff has a lot of education about Employer Housing Assistance, the many options available and are able to provide technical assistance to help employers run their programs.

Mayor Evans expressed interest in creating a user forum that is made up of people who live in Section 8 housing to have a conversation about the challenges that they have experienced to get a better idea of the issues and identify what is really needed in the community.

Councilmember McCarthy stated that he believes there is a place for government programs but there is also a place for the open market to help with the problem of expensive housing. It seems that for new housing the costs of land or infrastructure pushes the price up.

Councilmember Putzova indicated that there needs to be a discussion on what the goal is and how to accomplish it. She again proposed doubling the affordable housing stock. Councilmember McCarthy asked if the number of units is doubled if the funding from the federal and state government also increase. Ms. Darr explained that HUD funding is not available to increase but there may be some other ways to increase funding. Funding sources for housing are layered with each other to accomplish single tasks.

Mr. Copley stated that the conversation is helpful in better understanding the Council's goal of affordable housing. Staff can begin putting together a plan on how the City might be able to achieve the goal of affordable housing and what it will take to get there. This will be brought back to Council for further refinement and approval.

Councilmember Odegaard offered that it is important to think big and begin planning and preparing now; the goal may not be accomplished while this Council is here but at some point it will happen and Council needs to start the pathway for success.

Mayor Evans offered that the City can double the number of units and if there are other partners who want to help achieve that goal then bring them in. The timeline should be short while there is a Council who is interested in moving forward.

17. COUNCIL LIAISON REPORTS

None

18. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Putzova to place on a future agenda a discussion on the use of reclaimed water for non-recreational purposes.

Councilmember Putzova indicated that one of the Council goals is to focus on water and water conservation. She would like for Council to have a discussion about the need to replace potable water when there is no need for it. The discussion would include the need to adjust building codes, what that would mean for future construction and capital investment planning for Utilities.

Councilmember McCarthy stated that he is in favor of the item but suggested a broader discussion to include the long term direct and indirect reuse of potable water. Investment into infrastructure to distribute reclaim water may get in the way of direct and indirect use of potable water.

Mr. Copley offered that staff has been asked to include this topic in their presentation and discussion at next week's Work Session.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Vice Mayor Whelan to place on a future agenda discussion of the use and design of Wheeler Park.

Councilmember Whelan offered that over the years Wheeler Park has been used in many ways over and over again. City staff does a great job taking care of the park but because of the different uses, which will grow as the City increases tourism, it is important to start looking at the use for a more sustainable and user friendly park. Included in that is the parking around the park and how the City is using the parking lot. There is interest from NAU and ASU to provide input and ideas and she suggested a possible design contest.

Mayor Evans stated that she is very interested in having the discussion also. She requested that the Parks and Recreation Commission and the Downtown Business Alliance be brought in to provide input as well. Also suggested was the Beautification and Public Art Commission and the Sustainability Commission.

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

Councilmember McCarthy requested information about the upcoming D.C. trip and suggested meeting prior to the trip to set and discuss priorities and things that will need to be discussed while there. Mr. Copley stated that staff is putting together a briefing package and that will be presented at a public meeting. This information and priority setting will be forthcoming in the next few weeks. Mayor Evans suggested providing the new Councilmembers with packet from last year for their review.

Councilmember Odegaard stated that he went to the STEM celebration last year and it was a great event and highly recommends attending. He added that parking can be a challenge so get there early.

Councilmember Odegaard also reported that he attended the Audit Committee meeting and he wanted to take a moment to recognize City staff for their work with the auditors. The auditors spent much more time than anticipated digging into things and getting good background information that will aid them in years to come.

Councilmember Whelan offered that the rebranding with NACASA and North Country has been excellent, they have done a great job putting the victim first and creating a space that is as kind and nurturing as it can be.

Councilmember Whelan also reported that she went to her first NAMWUA meeting and has been appointed as the new Vice-Chair. NAMWUA is looking at a study that will look at the non-indian agricultural water to give information to determine whether or not to ask for some water rights. The study will cost around $60,000 and that will be split among all the participating cities as well as applying for various grants.

Councilmember Barotz asked about the Arizona Corporation Commission comment period. Deputy City Manager Shane Dille explained that staff has offered some dates to the Commission but they have not met yet to decide on the date. He will keep Council informed as more information becomes available.

Councilmember Barotz also reported that the FMPO meeting was good and a lot of stakeholders were present. It was emphasized that all of the stakeholders need to speak with a unified voice. She suggested checking in with the FMPO while formulating the legislative agenda and messaging for the lobbying trip.

Councilmember Overton reported that NAIPTA has started to discuss the County Taxi Voucher Program and the services being provided outside the NAIPTA service area. It is something that needs to be addressed soon; the service may or may not change but structurally there is some work to do to fix a well utilized program but one that is outside the service boundary.

Councilmember Overton also reported that County Supervisor Art Babbott has extended an invitation to the City to participate in a transportation meeting he is facilitating with all the stakeholders of snow play to discuss traffic issues and necessary solutions. These will be difficult discussions with hard items and big ticket projects. It will be a focused effort on tackling the issues. Mr. Copley stated that City staff will be attending the meeting. There has been enough direction from Council on the issue and staff has already began attending State Transportation meetings with a passionate voice to pay attention to northern Arizona. Mayor Evans asked for Mr. Copley to check in with Supervisor Babbott regarding the costs associated with the meeting and suggest the City help with those costs if possible.

Councilmember Putzova commented on the NAIPTA meeting as well and explained that the service allows people who are not able to use public transportation the ability to get to and from Flagstaff; many of these people cannot afford transportation or do not have cars. There are currently about 70 users of the program but the cost to NAIPTA is difficult to sustain. It was a good meeting and very educational about the issues.

Mayor Evans stated that she would like to try and schedule a meeting with the City's state delegation to discuss City issues and priorities. She also asked the status of the joint City/Hopi meeting. Mr. Copley explained that Assistant to the City Manager Gail Jackson is working on getting a meeting scheduled with the Hopi and should have a date set very soon. Mayor Evans indicated that she would like to have a similar meeting with the Navajo Tribe.

Councilmember Odegaard stated that there will be an opening on the State Transportation Board in the next two years and it would be great if a representative from northern Arizona could get the open seat.

Councilmember Whelan asked if there is any information on the Title 15 amendment. Mr. Solomon stated that there will be an Executive Session next week to discuss the issue. Mr. Copley added that he is aware that the community is waiting for information and staff will be providing a press release later in the week identifying and outlining the timelines. There will not be a lot of information but what is available will be put out.

20. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held February 21, 2017, adjourned at 8:32 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 February 21, 2017. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of March, 2017.

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	03/01/2017
Meeting Date:	03/07/2017

TITLE:

Consideration and Action on Liquor License Application: Scott Heinonen, "The Cottage Place", 126 W. Cottage Ave., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

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

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. The Cottage Place is an existing business in Flagstaff that is under new management and if approved, it will be the 91st active series 12 license in Flagstaff.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application with no concerns noted. Please note that with the administration of sales tax being transferred to the State of Arizona the Sales Tax division will not be able to report on the status of liquor license applicants; the City is attempting to obtain software that will give access to records.

Financial Impact:

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

Policy Impact:
Not applicable.

Connection to Council Goal, Regional Plan and/or TeamFlagstaff Strategic 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.

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 March 9, 2017.

Community Benefits and Considerations:
This business will contribute to the tax base of the community.

Community Involvement:
The application was properly posted on February 15, 2017. No written protests have been received to date.

Attachments:
Cottage Place - Letter to Applicant
Hearing Procedures
Series 12 Description
Cottage Place - PD Memo
Cottage Place - Code Memo
Cottage Place - Map

OFFICE OF THE CITY CLERK

February 17, 2017

The Cottage Place
Attn: Scott Heinonen
126 W. Cottage Ave.
Flagstaff, AZ 86001

Dear Mr. Heinonen:

Your application for a new Series 12 liquor license for The Cottage Place at 126 W. Cottage Ave., was posted on February 15, 2017. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, March 7, 2017 which begins at 4:30 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on March 7, 2017 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, CMC
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

Memo# 17-014-01

TO **Chief Kevin Treadway**

FROM **Sgt. Gregory Jay**

DATE **February 21, 2017**

REF **LIQUOR LICENSE APPLICATION – SERIES 12- FOR "The Cottage Place"**

On February 21, 2017, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Scott Dennis Heinonen (Agent and Controlling Person) owner of The Cottage Place. The Cottage Place is located at 126 W Cottage Ave, Flagstaff. This is an application for the new series 12 license #12033419.

I conducted a query through local systems and public access on Scott Heinonen. No derogatory records were found. Scott has attended the mandatory liquor law training course and provided proof. I spoke with Scott who stated he had not been arrested in the last five years. I located one liquor violation where Scott was owner and controlling person on for a business called Tinderbox Kitchen LLC. This violation was for purchasing from other than primary source which was dismissed due to the violation being with the distributor. Scott separated from this business and is no longer a partner. Scott said the business will be a restaurant and has no plans to operate it as a bar or a club after hours. The restaurant will operate seven days a week from 5:00 pm to 9:00 pm. Scott has no plans to renovate the current location and they plan to open for business in April 2017.

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

Planning and Development Services Memorandum

February 2, 2017

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Dan Folke, Planning Director DMF

FROM: Reggie Eccleston, Code Compliance Mgr. RE

RE: Application for Liquor License #12033419
126 W. Cottage Ave, Flagstaff, Arizona 86001
Assessor's Parcel Number 100-40-006
Scott Heinonen on behalf of The Cottage Place

This application is a request for a new, Series 12 Restaurant liquor license, by Scott Heinonen on behalf of The Cottage Place. This restaurant is located within the Commercial Service 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.

Google Maps 126 W Cottage Ave

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	03/01/2017
Meeting Date:	03/07/2017

TITLE:

Consideration and Action on Liquor License Application: David Hallum "Hallum Food Stores", 4501 N. Hwy. 89, Series 10 (beer and wine store), 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 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Hallum is an existing business that was recently under lease and is now under new management. If approved, it will be the 32nd active series 10 license in Flagstaff.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application with no concerns noted. Please note that with the administration of sales tax being transferred to the State of Arizona the Sales Tax division will not be able to report on the status of liquor license applicants; the City is attempting to obtain software that will give access to records.

Financial Impact:

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

Policy Impact:
Not applicable

Connection to Council Goal, Regional Plan and/or TeamFlagstaff Strategic 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

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

The deadline for issuing a recommendation on this application is March 27, 2017.

Community Benefits and Considerations:
This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:
The application was properly posted on February 15, 2017. No written protests have been received to date.

Attachments:
Hallum - Letter to Applicant
Hearing Procedures
Series 10 Description
Hallum - PD Memo
Hallum - Code Memo
Hallum - Map

OFFICE OF THE CITY CLERK

February 17, 2017

Hallum Food Stores
Attn: David Hallum
PO Box 3040
Cottonwood, AZ 86326

Dear Mr. Hallum:

Your application for a new Series 10 liquor license for Hallum Food Stores at 4501 N. Hwy 89, was posted on February 15, 2017. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, March 7, 2017 which begins at 4:30 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on March 7, 2017 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, CMC
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 10 Beer and Wine Store License (Beer and wine only)

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

PURPOSE:
Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

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

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

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

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

FLAGSTAFF POLICE DEPARTMENT

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Chief of Police
Kevin D. Treadway

MEMORANDUM **Memo # 17-016-01**

TO **Chief Kevin Treadway**

FROM **Sgt. Gregory Jay**

DATE **February 17, 2017**

REF **Series 10 Liquor License application for Hallum Food Stores**

On February 17, 2017, I initiated an investigation into an application for a series 10 (beer and wine store) liquor license for a gas station called Hallum Food Stores. Hallum Food Stores is located at 4501 N Hwy 89 in Flagstaff. The license number is 10033225. This is a new license due to the fact a series 10 is a non-quota license.

I spoke with David Hallum (Agent and Controlling Person) who stated he; Steven Hallum (Controlling Person) and Dana Hallum (Controlling Person) have taken back full ownership of the Hallum Food Store from the current lessee. James Gregersen will be the on site manager to run the day to day business. Gregersen has completed the mandatory liquor license training and has provided proof. The Hallum Food Store does have 40 ounce malt liquor and other single beers for sale.

I conducted a query through our local systems and public access on David Hallum, Steven Hallum, Dana Hallum and James Gregersen and no derogatory records were found. David is the agent and controlling person on eight (8) other liquor licenses for Hallum stores located in Flagstaff and Pinetop, Arizona. I did not locate any liquor violations against the business within the last ten years.

Based on this investigation I can find no reason to oppose this application for the new series 10 license.

Planning and Development Services Memorandum

February 2, 2017

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Dan Folke, Planning Director

FROM: Reggie Eccleston, Code Compliance Mgr. RE

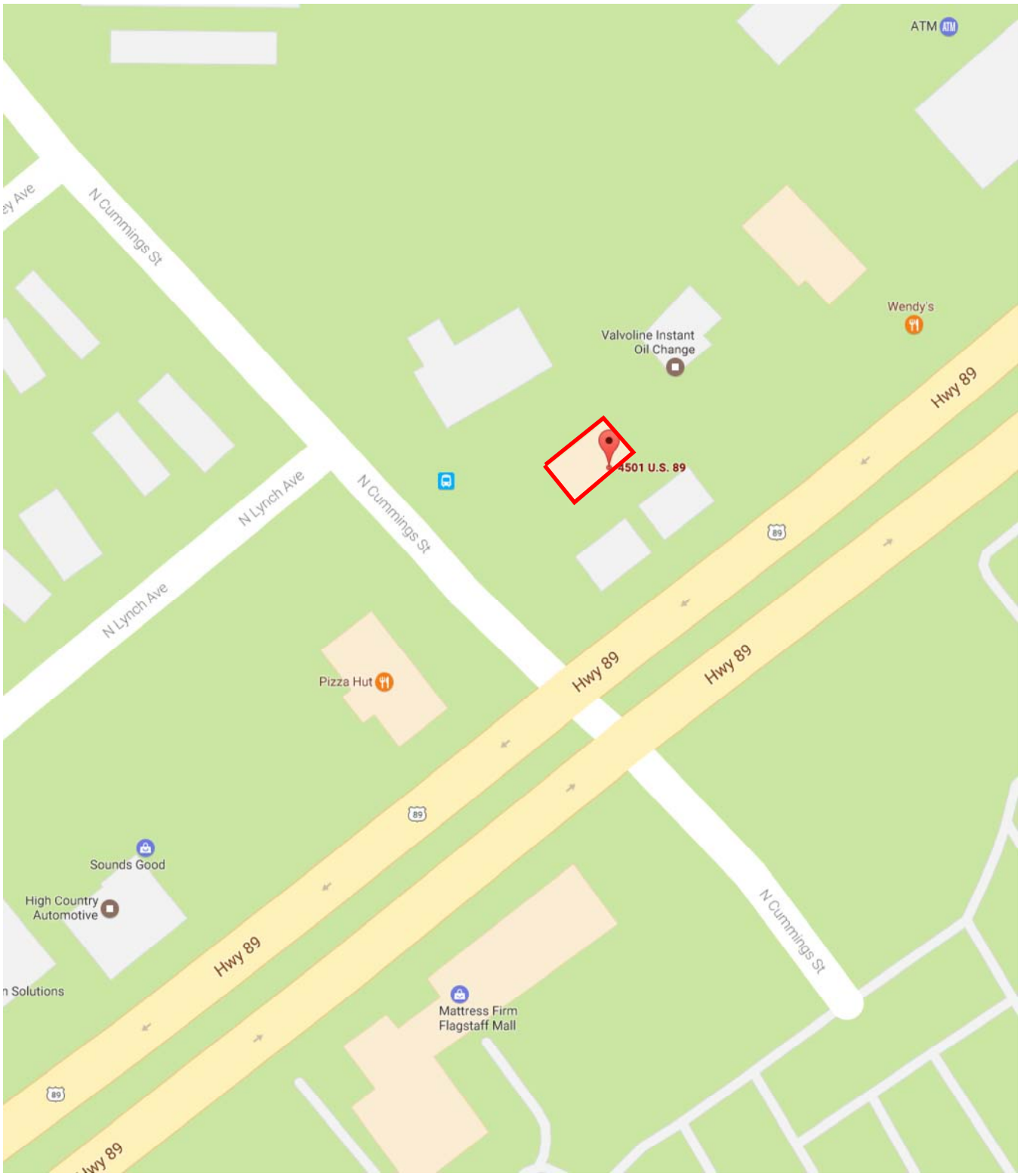
RE: Application for Liquor License #10033225
4501 N. Hwy 89, Flagstaff, Arizona 86004
Assessor's Parcel Number 113-27-001S
David Hallum on behalf of Hallum Food Stores

This application is a request for a new, Series 10 Beer & Wine Store liquor license, by David Hallum on behalf of Hallum Food Stores. This Beer & Wine Store is located within the Highway Commercial district. This district does allow for this use.

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

This liquor license is recommended for approval.

Google Maps 4501 US-89



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	03/01/2017
Meeting Date:	03/07/2017

TITLE:

Consideration and Action on Liquor License Application: Michael Marquess, "Mother Road Brewing Company", 1300 E. Butler Ave., Suite 200, Series 03 (Microbrewery), 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 03 license allows an in-state microbrewery to sell beer produced or manufactured on the premises for consumption on or off the premises; they may sell to in-state and out-of-state licensed wholesaler and retailers. Beer produced or manufactured on the premises may be served for the purpose of sampling.

Mother Road Brewing Company currently has a location in Flagstaff, this will be a second and if approved, it will be the 7th active series 03 license in Flagstaff.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application with no concerns noted. Please note that with the administration of sales tax being transferred to the State of Arizona the Sales Tax division will not be able to report on the status of liquor license applicants; the City is attempting to obtain software that will give access to records.

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

Policy Impact:
Not applicable.

Connection to Council Goal, Regional Plan and/or TeamFlagstaff Strategic 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.

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 March 20, 2017.

Community Benefits and Considerations:
This business will contribute to the tax base of the community.

Community Involvement:
The application was properly posted on February 15, 2017. No written protests have been received to date.

Attachments:
Mother Road - Letter to Applicant
Hearing Procedures
Series 03 Description
Mother Road - PD Memo
Mother Road - Code Memo
Mother Road - Map

OFFICE OF THE CITY CLERK

February 17, 2017

Mother Road Brewing Company
Attn: Michael Marquess
7 S. Mikes Pike
Flagstaff, AZ 86001

Dear Mr. Marquess:

Your application for a new Series 03 liquor license for Mother Road Brewing Company at 1300 E. Butler Ave., Suite 200, was posted on February 15, 2017. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, March 7, 2017 which begins at 4:30 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on March 7, 2017 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, CMC
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 03 In-state Microbrewery

This non-transferable liquor license allows an out-of-state microbrewery which produces more than 5,000 gallons and less than 6,240,000, of beer during a calendar year (A.R.S. §205.08(B) to sell and ship the beer into the state to Arizona-licensed wholesalers. An out-of-state Microbrewery must comply with the provisions of Title 4 as does an in-state licensee.

With this license, the in-state microbrewery may sell beer produced or manufactured on the premises for consumption on or off the premises, may sell to out-of-state licensed wholesaler and retailers where legal in that state, may sell to Arizona-licensed wholesalers, and may serve beer produced or manufactured on the premises for the purpose of sampling.

With this license, when production is no more than 1,240,000 gallons per calendar year, the in-state microbrewery may make sales and deliveries of beer to any retail license licensed to sell beer except for its retail licenses on or adjacent to the microbrewery.

Internet sale of beer is not permitted in the state of Arizona. Liquor must be delivered to an Arizona liquor-licensed wholesaler, then an Arizona liquor-licensed retailer prior to delivery to the consumer.

The licensee must submit an annual production report to the Arizona Department of Liquor.

ADDITIONAL RIGHTS AND RESPONSIBILITIES: If the total amount of beer manufactured at the in-state microbrewery exceeds the amount permitted by law, the licensee shall apply for the in-state Producer (series 1) license. Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. 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. An Employee 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.

ARIZONA STATUTES AND REGULATIONS: A.R.S. §4-205.08 (microbrewery statutes), 4-202(E)(recordkeeping), 4-205.08(F) & (G)(taxes), Rules R19-1-104 (shipping), R19-1-305 (taxes), R19-1-319 (coercion or bribery), R19-1-501 (recordkeeping)

FLAGSTAFF POLICE DEPARTMENT

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

Chief of Police
Kevin D. Treadway

MEMORANDUM

Memo #17-015-01

TO: **Chief Kevin Treadway**

FROM: **Sgt. Gregory Jay**

DATE: **February 21, 2017**

RE: **Liquor application for Mother Road Brewing Company –series 3 license microbrewery**

On February 21, 2017, I initiated an investigation into an application for a new license regarding a series 3 (domestic microbrewery license). The application is filed by Michael Marquess (Agent and Controlling Person), and Alissa Marquess (Controlling Person). The microbrewery is located at 1300 East Butler Ave, Suite 200, Flagstaff. The license number being applied for is 03033015.

I conducted a query through our local systems and public access on Michael and Alissa Marquess. No derogatory records were found. I could not locate any liquor law violations for either of the applicants. I spoke with Michael who owns the Mother Road Brewing Company located at 7 South Mikes Pike. Michael stated the new location will provide additional room for storage and the ability to brew additional beers for experimentation. Michael said they had no intention on operating a bar, therefore would have operating hours of 12:00 pm to 9:00 pm on Sunday, 2:00 pm to 9:00 pm Monday thru Thursday and 12:00 pm to 10:00 pm on Friday and Saturday. Michael said the location is pending construction and they plan to open in June 2017.

Michael provided proof he had completed the Arizona Department of Liquor Law Training course as required as he will be running the day to day business. Alissa will not be on site operating the licensed premises.

Based on this investigation I can find no reason to oppose this application.

Planning and Development Services Memorandum

February 2, 2017

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Dan Folke, Planning Director

FROM: Reggie Eccleston, Code Compliance Mgr. RE

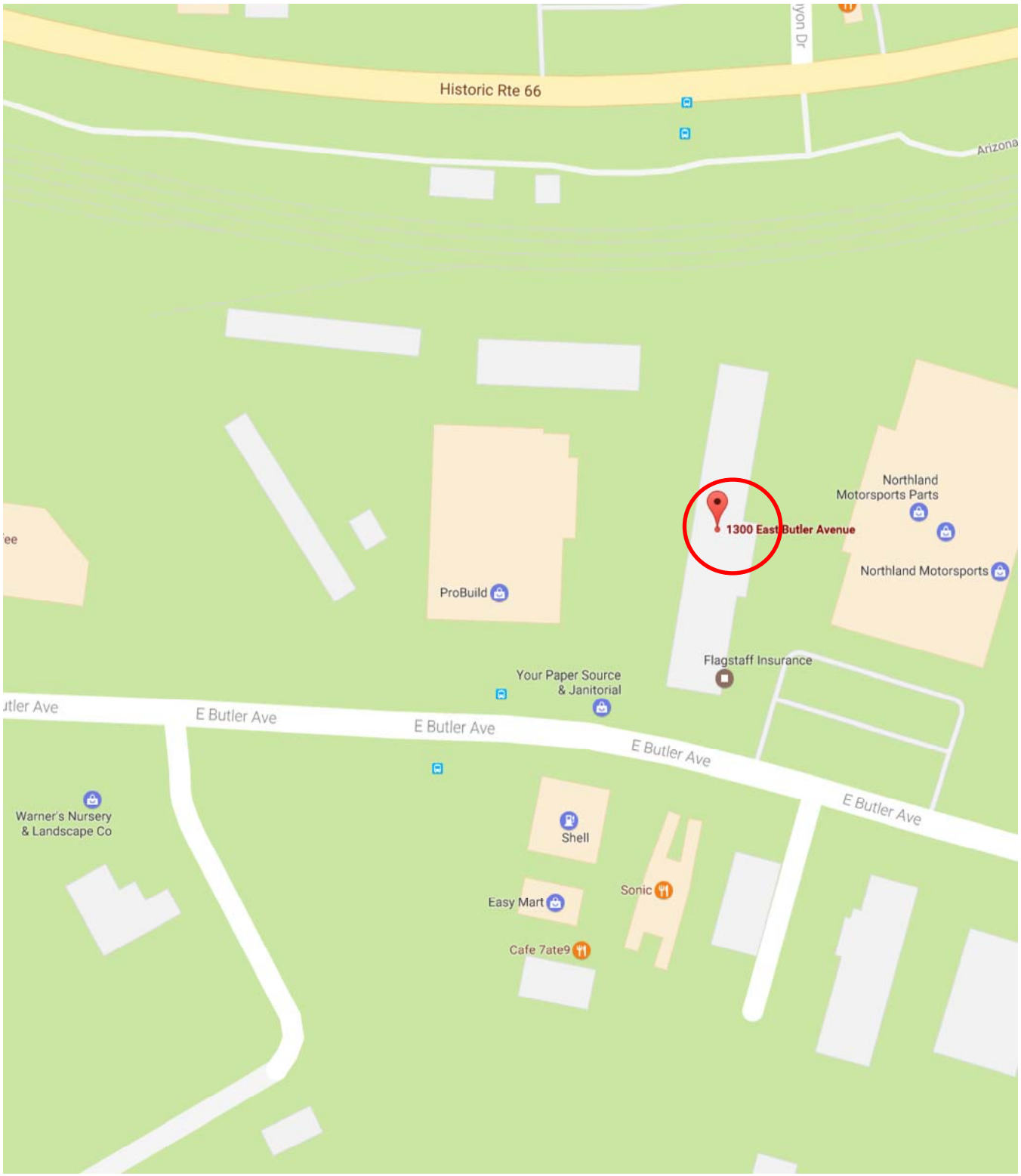
RE: Application for Liquor License #03033015
1300 E. Butler Ave. Suite 200, Flagstaff, Arizona 86001
Assessor's Parcel Number 104-07-002C
Michael Marquess on behalf of Mother Road Brewing Company

This application is a request for a new, Series 03 Domestic Brewery liquor license, by Michael Marquess on behalf of Mother Road Brewing Company. This Domestic Brewery is located within the Light Industrial 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.

Google Maps 1300 E Butler Ave



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Planning Development Manager

Date: 03/01/2017

Meeting Date: 03/07/2017

TITLE:

Consideration and Approval of Preliminary Plat: Request from IMH Special Asset 118 LLC, for the subdivision of approximately 47.36 acres known as The Wedge, into 47 single-family residential lots within the Rural Residential (RR) zone.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommends the City Council approve the preliminary plat with the conditions outlined in the staff summary.

Executive Summary:

This is a request for preliminary plat approval for 47 single-family lots for the development known as The Wedge.

Financial Impact:

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

Policy Impact:

There are no policy impacts affiliated with this preliminary plat.

Connection to Council Goal, Regional Plan and/or TeamFlagstaff Strategic 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:

-Policy LU.2.1. 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 OS.1.5. Integrate open space qualities into the built environment.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Approve the preliminary plat, as recommended by the Planning and Zoning Commission.
2. Approve the preliminary plat with new, modified or no conditions.
3. Deny the preliminary plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

The applicant, IMH Special Asset NT 118, LLC, is seeking preliminary plat approval for a 47-lot single-family residential subdivision. The Wedge is a property located on the west edge of the city limits adjacent to the Flagstaff Ranch Golf Club and south of the W.L Gore campus on Kiltie Lane. The property is known as The Wedge due to the triangular shape that tapers at the south end.

The subdivision will create 47 single-family residential lots within the Rural Residential (RR) Zone. The RR zone allows a gross density of one unit per acre where a public water supply and public streets are available to serve the property. The proposed lot sizes vary from .38 acres to .77 acres with an average of approximately .48 acres. In order to approve lots less than one acre in size, this application is using the Planned Residential Development option permitted in the RR zone utilizing the Single Family Estate building type conforming to the T3 Neighborhood 2 (T3N.2) transect zone development standards.

Key Considerations:

Planned Residential Development (PRD) is a permitted use in the RR zone. Division 10-40.60.280 (page 40.60-53) of the Zoning Code addresses specific use standards for Planned Residential Developments. PRDs may use different building types (i.e., Carriage House, Single-Family Cottage, Duplex) as part of an integrated site planning process in non-transect zones and for achieving gross densities on undeveloped land where substantial natural resources are present on the site. Division 10-50.110 of the Zoning Code provides standards for specific building types and specifies the transect zones in which they are allowed. The T3N.2 transect zone allows the Single-Family Estate building type in new neighborhoods. Single-Family Estate standards are located in Division 10-50.110.050 of the Zoning Code (page 50.110-9).

The Single-Family Estate building type permits a minimum lot area of 10,000 square feet (100’ minimum width x 100’ minimum depth). The lots within The Wedge subdivision comply with the minimum lot area. The preliminary plat complies with the Single-Family Estate standards (including open space, size/massing) and building form and placement standards such as setbacks and height allowed in the T3N.2 transect zone (Division 10-40.40.060 of the Zoning Code, page 40.40-21). The applicant has not developed typical home plans for this subdivison. These will need to be submitted in conjunction with the final plat applicaton to ensure compliance with the standards identified above. The PRD form standards do not include the necessary setbacks for accessory buildings. In this case, staff is recommending that all garages be setback a minimum of 35 feet from the front property line in order to comply with the Single-Family Estate building type. The garages may be attached with no more than a ten (10) foot wide breezeway (enclosed or unenclosed) in order to not be included within the maximum building width allowance.

Community Benefits and Considerations:

Community benefits and considerations are explained in detail in the attached Planning and Zoning Commission report dated January 17, 2017.

Community Involvement:

Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the preliminary subdivision plat review process.

Attachments:

- Planning & Zoning Commission Staff Report
- Preliminary Plat Narrative
- Preliminary Plat
- Natural Resource Protection Plan
- Development Engineering Standards Variance
- Proportional Share Calculation

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PZ-16-00084-01

DATE: **January 17, 2017**
MEETING DATE: **February 8, 2017**
REPORT BY: **Tiffany Antol, AICP**

REQUEST:

A request for Preliminary Plat approval by IMH Special Asset 118, LLC for The Wedge, a 47-lot single-family residential subdivision. The site is 47.36-acres in size and is located at 3501 S Woody Mountain Road (SW corner of Woody Mountain Road and Kiltie Lane). The site is zoned RR, Rural Residential.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the preliminary plat to the City Council with a recommendation for approval subject to the conditions listed in the Recommendation Section of this report.

PRESENT LAND USE:

The subject site is vacant.

PROPOSED LAND USE:

The Wedge, a single-family residential subdivision development consisting of 47 lots located on 47.36-acres.

NEIGHBORHOOD DEVELOPMENT:

North: Gore Campus; Research and Development Zone
South: Vacant Land; Estate Residential Zone
East: Equestrian Estates; Rural Residential Zone
West: Flagstaff Ranch Golf Club; Planned Residential Zone (Coconino County)

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed preliminary plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design and Construction Standards and Specifications for New Infrastructure.

STAFF REVIEW:

Introduction

The applicant, IMH Special Asset NT 118, LLC, is seeking preliminary plat approval for a 47-lot single-family residential subdivision. The Wedge is a property located on the west edge of the city limits adjacent to the Flagstaff Ranch Golf Club and south of the W.L Gore campus on Kiltie Lane. The property is known as The Wedge due to the triangular shape that tapers at the south end.

The subdivision will create 47 single-family residential lots within the Rural Residential (RR) Zone. The RR zone allows a gross density of one unit per acre where a public water supply and public streets are available to

serve the property. The proposed lot sizes vary from .38 acres to .77 acres with an average of approximately .48 acres. In order to approve lots less than one acre in size, this application is using the Planned Residential Development option permitted in the RR zone utilizing the Single Family Estate building type conforming to the T3 Neighborhood 2 (T2N.2) transect zone development standards.

Flagstaff Area Regional Land Use and Transportation Plan

The subject property is located within the urban growth boundary and thus has the ability to be served by City water and sewer. The current land use designation for the site is a combination of Existing Suburban, Future Suburban, and Future Employment. The majority of the site is also located within the pedestrian shed of Suburban Activity Center S11. The proposal for 47 single-family lots does not conform to the Suburban or Employment categories. The preliminary plat is being developed under existing entitlements and does not require a regional plan amendment.

ZONING REQUIREMENTS

The property is zoned RR, Rural Residential. The proposed development of 47 single-family residential lots is within the density permitted by the Flagstaff Zoning Code (Section 10-40.30.030). The RR density allowance is one (1) unit per acre within the Resource Protection Overlay Zone; the proposed density is one (1) unit per acre.

Planned Residential Development (PRD) is a permitted use in the RR zone. Division 10-40.60.280 (page 40.60-53) of the Zoning Code addresses specific use standards for Planned Residential Developments. PRDs may use different building types (i.e., Carriage House, Single-Family Cottage, Duplex) as part of an integrated site planning process in non-transect zones and for achieving gross densities on undeveloped land where substantial natural resources are present on the site. Division 10-50.110 of the Zoning Code provides standards for specific building types and specifies the transect zones in which they are allowed. The T3N.2 transect zone allows the Single-Family Estate building type in new neighborhoods. Single-Family Estate standards are located in Division 10-50.110.050 of the Zoning Code (page 50.110-9).

The Single-Family Estate building type permits a minimum lot area of 10,00 square feet (100' minimum width x 100' minimum depth). The lots within The Wedge subdivision comply with the minimum lot area. The preliminary plat complies with the Single-Family Estate standards (including open space, size/massing) and building form and placement standards such as setbacks and height allowed in the T3N.2 transect zone (Division 10-40.40.060 of the Zoning Code, page 40.40-21). The applicant has not developed typical home plans for this subdivison. These will need to be submitted in conjunction with the final plat applicaton to ensure compliance with the standards identified above. The PRD form standards do not include the necessary setbacks for accessory buildings. In this case, staff is recommending that all garages be setback a minimum of 35 feet from the front property line in order to comply with the Single-Family Estate building type. The garages may be attached with no more than a ten (10) foot wide breezeway (enclosed or unenclosed) in order to not be included within the maximum building width allowance.

Setback requirements for the T3N.2 transect zone are:

Front:	12'min.; 25' max.
Side:	10' min.; 30' max.
Rear:	12' min.

Each building type has specific frontage types that must be used when developing the individual lots. In this case, the Common Yard frontage type has been applied to all lots. Division 10-50.12.030 (page 50.120-4)

addresses the standards for Common Yard frontage types. With this frontage type, the house would have a medium to large front setback. The resulting front yard remains unfenced and is visually continuous with adjacent yards, supporting a common landscape.

Landscaping

For this subdivision, the Zoning Code requires that street landscape buffers be provided along Woody Mountain Road and Kiltie Lane at a rate of 1 tree per each 25 linear feet with two shrubs and 2 ground cover plants per tree are provided. A final landscape plan per division 10-50.60, (page 50.60-1) will be required as part of the public improvement plan submission.

Natural Resources

The subject property is located within the Resource Protection Overlay. A Resource Protection plan was provided in conjunction with this request. Resources on the site include moderate slopes and forest. The plan submitted with this application indicates that the minimum protection standards will be met.

RESOURCE PROTECTION LAND IN THE RR ZONE

RESOURCE	TOTAL ACRES	REQUIRED PROTECTION LEVEL & ACRES	PROTECTED LEVEL & PROTECTED ACRES
Rural Floodplain	None	--	--
Slope 17-24.9%	1.01	70% .70	98% 1.00
Slope 25% -34.9%	0.12	80% 0.09	100% 0.12
Forest Resource	46.21	50% 23.10	52% 24.20

Open Space

As a Planned Residential Development, 15% of the site is to be preserved as open space. Common element tracts of 11.16-acres will be set aside on behalf of the Homeowners Association as open space and resource protection. 23.5% of the total area will be set aside as open space and resource preservation. Additionally, 25% of each lot must be private open space which will add to the forest preservation requirements.

SYSTEMS ANALYSIS:

Access and Traffic

The primary accesses to the subdivision will be via two access roads connecting to Woody Mountain Road providing internal access and circulation to all the proposed lots. This site is accessed via Interstate 40 to Kiltie Lane to Woody Mountain Road or from Route 66 to Woody Mountain Road. Woody Mountain Road is identified as a future arterial roadway with a ten (10) foot concrete FUTS trail along the subdivision frontage. This FUTS trail connects with an existing FUTS along Kiltie Lane and a future FUTS trail further north along Woody Mountain Road. The subdivision includes several internal trails intended to interconnect the open space, roads and FUTS trails throughout the subdivision. The subdivision will dedicate the additional five (5) feet necessary to improve Woody Mountain Road to a full arterial section in the future. The internal subdivision roads will consist of the new standard local residential street section with curb, gutter, parkways, and a five (5) foot sidewalk. A Development Engineering modification was approved to waive the

requirements for edge improvements along the tail of the subject property. The proposed subdivision would be required to complete the edge improvements along Woody Mountain Road from Kiltie Lane to the subdivision's southernmost lot.

A Traffic Impact Statement was prepared by the applicants engineer to determine the amount of traffic anticipated to be generated by the proposed subdivision. Based on these calculations, the Traffic Division has determined that the applicant must contribute their proportional share to the future signal at Woody Mountain Road and Route 66. This contribution must be paid in full prior to the approval of a final plat for this subdivision.

Water and Wastewater

There is currently City of Flagstaff water supply and sewer infrastructure adjacent to the proposed subdivision, in Kiltie Lane, with capacity deemed adequate to serve this development. It will be the developer's responsibility to design, acquire right-of-way, and construct all on-site and connecting water and sewer infrastructure in accordance with all applicable City, State and Federal rules and regulations.

Stormwater

The project site is near the top of the drainage area experiencing offsite flows from Flagstaff Ranch Golf Club. The majority of the onsite and offsite runoff crosses Woody Mountain Road via pipes and overtopping. A small portion of the site at the north end concentrates at Woody Mountain Road. Five detention basins are included in the design for the project to mitigate storm water runoff. A drainage easement is provided for a small drainage that enters the property from the Flagstaff Ranch Golf Club. The City of Flagstaff LID manual requires runoff from the first 1.0" of rainfall from the proposed impervious areas to be stored on-site for infiltration and /or reuse. The proposed detention basins will include extended detention that will utilize LID measures.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Preliminary Plat to the City Council with a recommendation for approval subject to the following conditions of approval:

1. Typical house plans shall be submitted in conjunction with the final plat application to ensure compliance with the PRD standards elected for this subdivision.
2. The Final Plat shall include the following language: "All individual lots areas outside of the maximum building coverage, driveways, and utilities are deemed as private open space and protected forest resources areas".
3. The applicant shall submit a total of $22,466 for their proportional share of the signal at Woody Mountain Road and Route 66 prior to the approval of the final plat.

ATTACHMENTS:

- Application
- Project Narrative
- Preliminary Plat and NRPP (5 sheets, 24x36")
- Single-Family Estate Building Type
- Engineering Standards Variance
- The Wedge proportional share calculation for a future signal at Woody Mountain Rd/Route 66

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PROJECT NARRATIVE
For
The WEDGE
CONCEPTUAL PLAT SUBMITTAL

SWI Project # 16050

Section 30, T 21 N, R 07 E, G&SRM
Coconino County, Arizona

Prepared for:
IMH Special Asset 118, LLC
7001 N. Scottsdale Rd., Suite 2050
Scottsdale, AZ 85253

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

Registered Professional Engineer (Civil)
CERTIFICATE NO.
28658
ARTHUR H.
BECKWITH
11/14/16
Date Signed
ARIZONA, U.S.A.
Expires 3/31/2019

IMH Special Asset 118, LLC an Arizona Limited Liability Corporation, is proposing to subdivide their 47.36-acre property located at the southwest corner of Kiltie Lane and Woody Mountain Road, in Flagstaff, Arizona into 47 lots. The subject property description is a portion of Section 30, Township 7N, Range 7E of the Gila and Salt River Meridian in Coconino County, Assessor's Parcel Number 112-08-004B. The Wedge is a property located on the west edge of the city limits adjacent to the Flagstaff Ranch Golf Club and south of W. L. Gore. The property is known as the wedge due the triangular long narrow shape at the south end.

The property is currently zoned Rural Residential "RR". The "RR" zone allows a gross density of one unit per acre where public water supply and public streets are available to serve the property. There is a provision within the zoning code that allows for a Planned Residential Development (PRD) within the "RR" Zone. The proposed application will use the PRD mechanism and the Single Family Estate building type to conform to transect zone T3N.2 development standards.

1. Proposed Lot Sizes
The Conceptual Plat for the Wedge is proposing to create 47 lots on 47.36 acres. The lot sizes vary from 0.38 ac. to 0.77 ac. and average approximately 0.48 ac.

2. Proposed Land Uses
The proposed Project development will incorporate the Planned Residential Development mechanism and Single Family Estate building type to conform to transect zone T3N.2 development standards as allowed within the Rural Residential zone.

3. Primary Access and Interior Circulation
The primary accesses to the subdivision will be via two access roads connecting to Woody Mountain Road providing internal access and circulation to all the proposed lots. Access from the City of Flagstaff is via Interstate 40 to Kiltie Lane to Woody Mountain Road or from Route 66 to Woody Mountain Road. Woody Mountain Road will include a 10' sidewalk that connects to the trail on Kiltie Lane providing both bicycle and pedestrian access to the site. In addition to the interconnectivity trails on the open space, the proposed roads within the subdivision will include 5' sidewalks for pedestrian access.

4. Major Washes and Drainage Ways
The Project Site is near the top of the drainage area experiencing offsite flows from Flagstaff Ranch Golf Club. The majority of the onsite and offsite runoff cross Woody Mountain Road via pipes and overtopping. A small portion of the site at the north end concentrates at Woody Mountain Road. Five detention basins are included in the design for the Project to mitigate storm water runoff. A drainage easement is provided for a small drainage that enters the property from the Flagstaff Ranch Golf Club.

5. Tentative Proposals regarding Utilities
Water – City of Flagstaff
Solid Waste – City of Flagstaff
Liquid waste – City of Flagstaff

Storm Water – City of Flagstaff
Electric – Arizona Public Service
Gas – Unisource Energy Services

6. Generalized Land Uses in the Vicinity
The land to the north of the subject property is W. L. Gore, a research and development company, to the east is Equestrian Estates a large parcel subdivision and vacant land further south, to the west is Flagstaff Ranch Golf Club also a large parcel subdivision and golf course adjacent to the property line. The land to the south is vacant.

7. Pending Legal Problems
There are no pending legal problems associated with this project.

8. General Location of Vegetation
The site is typical of the forest around the Flagstaff area with ponderosa pines being the prevalent tree located throughout the property. The Developer has reached out to the Wildland Fire Department to set up the tree thinning on this parcel. Wildland Fire Department informed the developer that thinning has already been done on this parcel.

9. Slope Analysis
The site topography includes two small Knowles, only one of which has slopes greater than 17% and being preserved. All slopes within proposed area to be developed are less than 17%. There are no slope resources being disturbed on this project.

10. Existing Site Improvements
There are no site improvements on the property. Kiltie Lane exists and includes a 10' urban trail and 32' of pavement. A small portion of Woody Mountain Road is paved and the remainder heading south is unpaved.

11. Known Historical of Archeological Resources
There are no known historical archeological resources on the site.

12. Proposed Arrangement of Lots
The proposed lot arrangement will be from within the subdivision. No access will be allowed via Kiltie Lane or Woody Mountain Road on the lots.

13. Flood Hazards
This property is located outside any delineated floodplain in Zone X – Other Areas; defined as areas determined to be outside the 0.2% annual chance floodplain.

14. Tentative Proposals regarding Traffic Impacts
This project will generate typical traffic for a large size lot. Woody Mountain Road improvements will consist of a half width of a Major Collector and have curb, gutter and a 5' sidewalk. The 50' easement portion along with an additional 5' on the property will be dedicated to the City for a Minor Arterial Section to include a 10' FUTS trail. The subdivision roads will consist of the new standard local residential street section with

curb, gutter and a 5' sidewalk on each side. A trip generation calculation is included with this submittal.

15. Preservation of Special Scenic Locations and View Corridors
This project is not a special scenic location and does not have special view corridors. The views from Gambel Oak Dr. looking north may see the San Francisco Peaks to the north. The views will mainly be of the forest itself.

16. Low Impact Development (LID)
The City of Flagstaff LID Manual requires runoff from the first 1.0" of rainfall from the proposed impervious areas to be stored on-site for infiltration and/or reuse. The proposed detention basins will include extended detention that will utilize LID measures. See Drainage Report for additional information.

17. Variance Requests
Due to the elongated and narrow shape of the southerly portion of the parcel, the developer is requesting an Engineering Standards Variance for both water and sewer improvements as well as frontage improvements. Included with this submittal are the two Engineering Standards Variance requests.

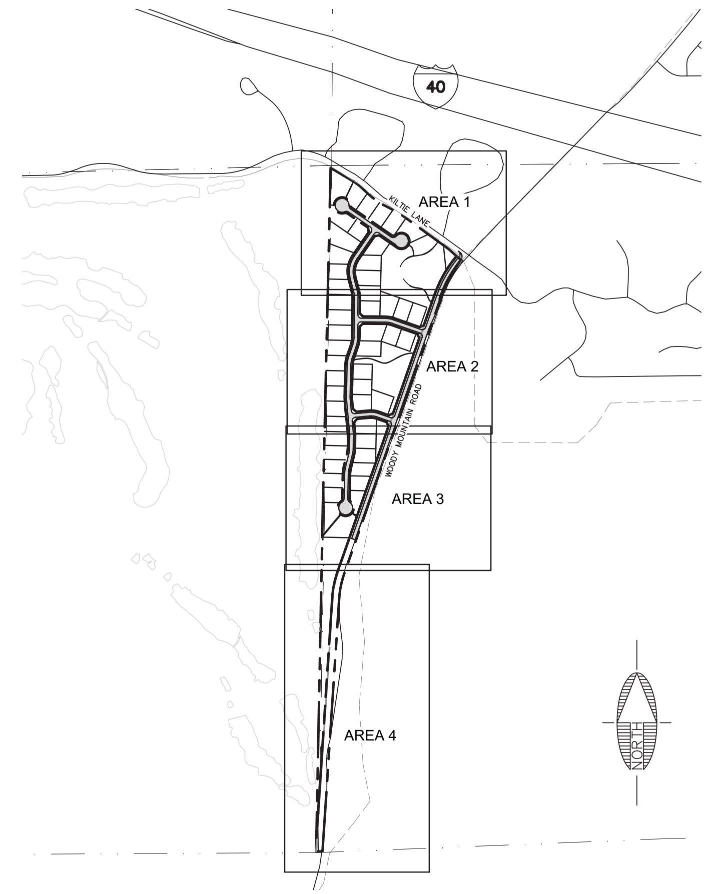
PLOTTED: Dec 28, 2016-10:27am

PRELIMINARY PLAT

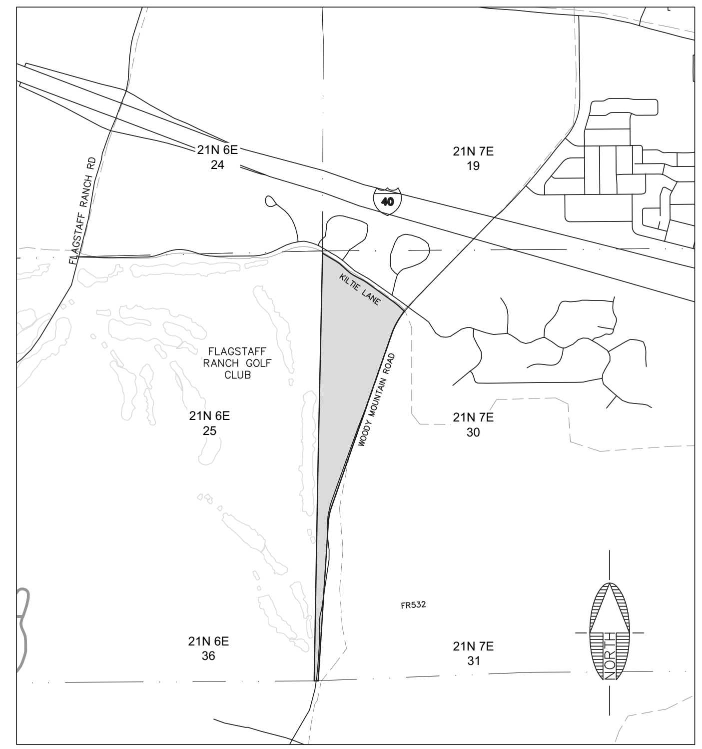
FOR THE WEDGE

A PLANNED RESIDENTIAL DEVELOPMENT
FLAGSTAFF, ARIZONA

LOCATED IN THE WESTERN PORTION OF SECTION 30, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, CITY OF FLAGSTAFF, ARIZONA



AREA INDEX MAP
NO SCALE



LOCATION MAP
NO SCALE

C.O.F. FILE NO. : PZ-16-00084		
SHEET INDEX		
SHEET NO.	DWG NO.	TITLE
1	PP1	COVER SHEET
2	PP2	TYPICAL SECTIONS AND SETBACKS
3	PP3	PRELIMINARY PLAT – AREA 1
4	PP4	PRELIMINARY PLAT – AREA 2
5	PP5	PRELIMINARY PLAT – AREA 3
6	PP6	PRELIMINARY PLAT – AREA 4
7	PP7	UTILITY PLAN

ARIZONA PUBLIC SERVICE
BY LETTER 10/26/2016
BY: DATE:

UNISOURCE ENERGY SERVICES
BY LETTER 10/31/2016
BY : DATE:

CENTURY LINK
BY LETTER 10/31/2016
BY: DATE:

SUDDENLINK
BY LETTER 10/27/2016
BY: DATE:

LEGAL DESCRIPTION (APN 112-08-004B COUNTY INSTRUMENT NUMBER: 3513637)

A portion of Section 30, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Southwest section comer of said Section 30, said point being 0 found 3– Cop, thence N 01·06' 37– E [Basis of Bearing: Case 8, Mop 64], along the West section line of said Section 30, for 0 distance of 2707.85 feet to a found l/2" rebar w/Red Cop, said point being the West 1/4 of said Section 30;

thence N 01° 19' 24" E, along said West section line, for 0 distance of 2706.08 feet to a found 3" Brass Cap, said point being the Northwest section corner of said Section 18;

thence N 89° 45' 45" E, along the North section line of said Section 30, for a distance of 52.60 feet to a found l/2" rebar w/Cap 14671, said point being on the Southerly parcel line of a parcel of land described in EXHIBIT "B" recorded in Docket 1305, Page 073 of the Records of Coconino County, Arizona, from which the North 1/4 of said Section 30 bears N 89° 45' 45" E a distance of 2579.43 feet;

thence S 60° 08' 57" E, along said Southerly parcel line, for a distance of 154.91 feet to a found l/2" rebar w/Cap 14671, said point being a non-tangent point of curvature;

thence Southeasterly along said Southerly parcel line, along a curve to the right, having a central angle of 12° 26' 12" and a radius of 479.27 feet, for a distance of 104.03 feet, the chord of said curve bears S 53°56'00" E for 103.83 feet, to a found l/2" rebar w/Cap 14671, said point being a point of tangency;

thence S 47° 42' 54" E, along said Southerly parcel line, for a distance of 104.92 feet to a found l/2" rebar w/Cap 14671, said point being a point of curvature;

thence Southeasterly along said Southerly parcel line, along a curve to the left, having a central angle of 13° 19' 31" and a radius of 368.98 feet, for a distance of 85.81 feet, the chord of said curve bears S 54° 22' 40" E for 85.62 feet, to a found 1/2" rebar w/Cap 14671, said point being a non-tangent point;

thence S 61° 02' 45" E, along said Southerly parcel line, for a distance of 98.24 feet to a found 1/2" rebar w/Cap 14671, said point being a non-tangent point of curvature;

thence Southeasterly along said Southerly parcel line, along a curve to the right. having a central angle of 05° 22' 56" and a radius of 622.29 feet, for a distance of 58.46 feet, the chord of said curve bears S 58° 21' 37" E for 58.44 feet, to a found 1/2" rebar w/Cap 14671, said point being a point of tangency;

thence S 55° 40' 09" E, along said Southerly parcel line, for a distance of 253.77 feet to a found l/2" rebar w/Cap 14671, said point being a non-tangent point of curvature;

thence Southeasterly along said Southerly parcel line, along a curve to the right, having a central angle of 02° 41' 24" and a radius of 1386.42 feet, for a distance of 65.09 feet, the chord of said curve bears S 54° 19' 32" E for 65.09 feet. to a found 1/2" rebar w/Cap 14671, said point being a non-tangent point;

thence S 52° 58' 48" E, along said Southerly parcel line, for a distance of 321.93 feet to a found 1/2" rebar w/Cap 14671, said point being a non-tangent point of curvature on the centerline of Woody Mountain Road;

thence Southwesterly along said centerline, along a curve to the left, having a central angle of 00° 56' 40" and a radius of 954.93 feet, for a distance of 15.74 feet, the chord of said curve bears S 42° 54' 16" W for 15.74 feet, to the intersection of the centerline of said Woody Mountain Road and the centerline of Kiltie Lane;

thence continue Southwesterly along said centerline, along said curve to the left. having a central angle of 23° 09' 43" and a radius of 954.93 feet, for a distance of 386.03 feet, the chord of said curve bears S 30° 51' 11" W for 383.41 feet, to a point of tangency;

thence S 19– 16' 20– W for a distance of 2305.44 feet to a point of curvature;

thence Southwesterly along a curve to the left, having a central angle of 15° 30' 24" and a radius of 716.20 feet, for a distance of 193.84 feet, the chord of said curve bears S 11° 31' 08" W for 193.25 feet, to a point of tangency;

thence S 03° 45' 56" W for a distance of 1997.22 feet to a point on the South section line of said Section 30, from which the South 1/4 of said Section 30 bears N 87° 48' 50" E a distance of 2684.53 feet;

thence S 87° 48' 50" W, along said South section line, for a distance of 50.27 feet to the TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM:

A portion of a parcel of land described in Certificate of Purchase recorded in Instrument #3157989, situated in the West 1/2 of Section 30, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Northwest section comer of said Section 30, said point being a found 3" Cop, thence N 89° 45' 45" E [Basis of Bearing (Southwest section comer to West 1/4 comer): N 01° 06' 37" E (Case 8, Map 64)], along the North section line of said Section 30, for a distance of 52.60 feet to a found 1/2" rebar w/Cap 14671, said point being on the Southerly parcel line of a parcel of land described in EXHIBIT "B" recorded in Docket 1305. Page 073 of the Records of Coconino County, Arizona. from which the North 1/4 of said Section 30 bears N 89° 45' 45" E a distance of 2579.43 feet;

thence S 60° 08' 57" E, along said Southerly parcel line, for a distance of 154.91 feet to a found l/2" rebar w/Cap 14671, said point being a non-tangent point of curvature;

thence Southeasterly along said Southerly parcel line, along a curve to the right, having a central angle of 12° 26' 12" and a radius of 479.27 feet, for a distance of 104.03 feet, the chord of said curve bears S 53° 56' 00" E for 103.83 feet, to a found 1/2" rebar w/Cap 14671, said point being a point of tangency;

thence S 47° 42' 54" E, along said Southerly parcel line, for a distance of 104.92 feet to a found 1/2" rebar w/Cap 14671, said point being a point of curvature;

thence Southeasterly along said Southerly parcel line, along a curve to the left, having a central angle of 13° 19' 31" and a radius of 368.98 feet, for a distance of 85.81 feet, the chord of said curve bears S 54° 22' 40" E for 85.62 feet, to a found l/2" rebar w/Cap 14671, said point being a non-tangent point;

thence S 61° 02' 45" E, along said Southerly parcel line, for a distance of 98.24 feet to a found 1/2" rebar w/Cap 14671, said point being a non-tangent point of curvature;

thence Southeasterly along said Southerly parcel line, along a curve to the right, having a central angle of 05° 22' 56" and a radius of 622.29 feet, for a distance of 58.46 feet, the chord of said curve bears S 55° 21' 37" E for 58.44 feet, to a found 1/2" rebar w/Cap 14671, said point being a point of tangency;

thence S 55° 40' 09" E, along said Southerly parcel line, for a distance of 253.77 feet to a found l/2" rebar w/Cap 14671, said point being a non-tangent point of curvature;

thence Southeasterly along said Southerly parcel line, along a curve to the right, having a central angle of 02° 41' 24" and a radius of 1386.42 feet, for a distance of 65.09 feet, the chord of said curve bears S 54° 19' 32" E for 65.09 feet, to a found 1/2" rebar w/Cap 14671, said point being a non-tangent point;

thence S 52° 58' 48" E, along said Southerly parcel line, for a distance of 321.93 feet to a found 1/2" rebar w/Cap 14671, said point being a non-tangent point of curvature on the centerline of Woody Mountain Road as described in Docket 175, Page 394;

thence Southwesterly along said centerline, along a curve to the left, having a central angle of 00° 56' 40" and a radius of 954.93 feet. for a distance of 15.74 feet, the chord of said curve bears S 42° 54' 16" W for 15.74 feet, to a point on the said curve;

thence continue Southwesterly along said centerline, along said curve to the left, having a central angle of 03° 00' 05" and a radius of 954.93 feet, for a distance of 50.02 feet, the chord of said curve bears S 40° 55' 58" W for 50.02 feet, to a non-tangent point;

thence N 47° 33' 58" W for a distance of 101.31 feet to a point of curvature;

thence Northwesterly along a curve to the left, having a central angle of 06° 32' 24" and a radius of 600.70 feet, for a distance of 68.57 feet, the chord of said curve bears N 50° 50' 11" W for 68.53 feet, to a point of tangency;

thence N 54° 06' 21" W for a distance of 425.74 feet to a point of curvature;

thence Northwesterly along a curve to the left, having a central angle of 08° 30' 09" and a radius of 400.90 feet, for a distance of 59.49 feet, the chord of said curve bears N 58° 21' 26" W for 59.44 feet, to a point of tangency;

thence N 62° 36' 31" W for a distance of 100.00 feet to a point of curvature; thence Northwesterly along a curve to the right, having a central angle of 15° 0l' 30" and a radius of 500.00 feet, for a distance of 131.12 feet, the chord of said curve bears N 55° 05' 45" W for 130.74 feet, to a point of tangency;

thence N 47° 35' 00" W for a distance of 100.00 feet to a point of curvature;

thence Northwesterly along a curve to the left, having a central angle of 11° 38' 32" and a radius of 400.00 feet, for a distance of 81.28 feet, the chord of said curve bears N 53° 24' 16" W for 81.14 feet, to a point of tangency;

thence N 59° 13' 32" W for a distance of 200.30 feet to a point on the West section line of said Section 30;

thence N 01° 19' 24" E. along said West section line, for a distance of 29.37 feet to the TRUE POINT OF BEGINNING,

Excepting all oil, gas, metals and mineral rights and right to other materials, as approved by ARS 37-231, together with all geothermal resources as provided by ARS 37-231 as reserved in patent from the State of Arizona, recorded July 1, 2004 as Instrument 04-3270942.

LEGEND

- ROAD CENTERLINE
- LOT LINE
- ROW
- EASEMENT
- 8"SS GRAVITY SEWER LINE
- 8"W WATER LINE
- STORM DRAIN PIPE
- SUBDIVISION BOUNDARY
- FIRE HYDRANT
- WATER VALVE
- STREET LIGHT
- SEWER MANHOLE
- STOP SIGN
- CATCH BASIN
- CLEAR VIEW ZONE
- LOT 44 / 10298.04 / 0.24 — LOT # / LOT SQUARE FOOTAGE / LOT ACREAGE
- DRAINAGE ARROW
- DETENTION BASIN
- EX. LOT LINE
- EX. EASEMENT
- INTERMEDIATE CONTOUR
- 7130 INDEX CONTOUR
- EX. INTERMEDIATE CONTOUR
- 7130 EX. INDEX CONTOUR
- EX. FENCE
- EX. WATER LINE
- EX. SEWER LINE
- EX. GAS
- HPG EX. HIGH PRESSURE GAS
- SECTION LINE
- EX. SIGN
- EX. SANITARY SEWER MANHOLE
- EX. WATER VALVE
- FND. MONUMENT (AS NOTED)
- FND. 1/2" REBAR W/CAP "14671" (UNLESS OTHERWISE NOTED)
- (R1) ALTA/ACSM LAND TITLE SURVEY BY NORTHLAND EXPLORATION SURVEYS, INC. STAMPED BY KENNETH A KREINKE L.S. 14671 ON 03/27/2012.

PROJECT INFORMATION

THE WEDGE
3501 S. WOODY MOUNTAIN ROAD
FLAGSTAFF, AZ 86001

NUMBER OF UNITS: 47
BUILDING TYPE: SINGLE FAMILY ESTATE
FRONTAGE TYPE: COMMON YARD
GROSS AREA: 47.26 ACRES
GROSS DENSITY: .99 UNIT PER ACRE
NET DENSITY (EXCLUDING ROADWAY): 1.01 UNITS PER ACRE
NET ACREAGE: 46.36

EXISTING ZONING: RR
APN 112-08-004B

1. 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. 41-90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. AN ASSOCIATION WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES).
5. DEVELOPER SHALL MAINTAIN ALL EXISTING PUBLIC UTILITY EASEMENTS.
6. NEW IMPERVIOUS SURFACE AREA: 3.9 ACRES
   TOTAL INCLUDES ONLY ROADWAY IMPROVEMENTS. RESIDENTIAL UNIT SIZE/DIMENSIONS NOT YET DETERMINED.
7. MAXIMUM REAR & SIDE YARD FENCE HEIGHT ADJACENT TO FUTS EASEMENT TO BE 4'.
8. DRIVEWAY NOTES (PER ORDINANCE NO. 2007-13):
   1. DRIVEWAYS 150 FEET OR LONGER SHALL NOT EXCEED THE MAXIMUM SLOPE OF 10% (FIRE ACCESS AND ENGINEERING STANDARD FOR PUBLIC DRIVEWAYS).
   2. DRIVEWAYS LESS THAN 150 FEET BUT GREATER THAN 25 FEET SHALL HAVE A MAXIMUM SLOPE OF 20% (EXCEPTION: ONE 20 FOOT LONG SECTION PER 80 FEET OF DRIVEWAY LENGTH MAY BE CONSTRUCTED TO A MAXIMUM SLOPE OF 30%. BREAK-OVERS SHALL BE REQUIRED AT BOTH ENDS.
   3. DRIVEWAYS LESS THAN 25 FEET SHALL NOT EXCEED A 16% SLOPE FOR THE ENTIRE LENGTH WITH 5 FOOT BREAK-OVERS BETWEEN 0-6% INCLUDED WITH THE 25 FEET OF DRIVEWAY LENGTH.
9. THE WESTERLY 50' OF EXISTING 100' EASEMENT ALONG WOODY MOUNTAIN ROAD PLUS AN ADDITIONAL 5' OF ROW SHALL BE DEDICATED TO CITY OF FLAGSTAFF.
10. ALL RIGHT-OF-WAYS WITHIN THE SUBDIVISION SHALL BE DEDICATED TO CITY OF FLAGSTAFF.

ZONING

ZONING: THE ENTIRE PROJECT AREA IS WITHIN THE CITY OF FLAGSTAFF ZONING "RR (SINGLE-FAMILY ESTATE. T3N.2)" PER CITY OF FLAGSTAFF OFFICIAL ZONING MAP 15. THIS PROJECT WILL NOT INVOLVE REZONING.

WATER AND SEWER IMPACT ANALYSIS

THIS PRELIMINARY PLAT IS IN COMPLIANCE WITH THE RECOMMENDATIONS SET FORTH IN THE PUBLIC WATER AND SEWER IMPACT ANALYSIS PREPARED BY THE CITY OF FLAGSTAFF UTILITIES DEPARTMENT DATED SEPTEMBER 12, 2016.

RESOURCE PRESERVATION

SEE RESOURCE PROTECTION PLAN PREPARED AS A SEPARATE DOCUMENT

ESTIMATED EARTHWORK QUANTITIES

9,626 C.Y. EXCAVATION 1,643 C.Y. EMBANKMENT

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC, BOUNDARY, EASEMENTS AND EXISTING IMPROVEMENTS WERE PROVIDED BY NORTHLAND EXPLORATION SURVEYS, INC., JOB NO.1-112.. NO FIELD SURVEY OR VERIFICATION OF THIS DATA WAS PERFORMED BY SHEPHARD-WESNITZER, INC. OVERALL PROJECT LAYOUT WAS PROVIDED BY SHEPHARD-WESNITZER, INC.

PROJECT OWNER/DEVELOPER:

IMH SPECIAL ASSET NT 118, LLC
AN ARIZONA LIMITED LIABILITY COMPANY
7001 N. SCOTTSDALE RD. STE. 2050
SCOTTSDALE, AZ 85253
(480) 840-8400
RYAN MURANAKA

PLAT PREPARATION

SHEPHARD WESNITZER INC.
ART BECKWITH
75 KALLOF PLACE
SEDONA, AZ 86336
(928) 282-1061

FEMA DESIGNATION

THE PROJECT AREA IS WITHIN ZONES 'X' AS DESIGNATED BY FEMA FIRM'S 04005C 6812G.

CITY ENGINEER:

BY: DATE:

CITY PUBLIC WORKS DIRECTOR

BY: DATE:

CITY UTILITIES DIRECTOR

BY: DATE:

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

THE WEDGE

COVER SHEET

JOB NO: 16050
DATE: DEC 16
SCALE: AS SHOWN
DRAWN: MWJ
DESIGN: AHB
CHECKED: AHB

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

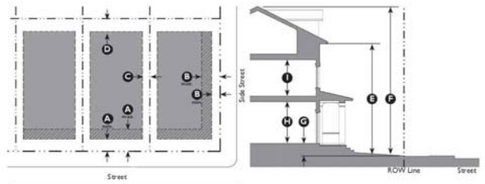
NO.	DESCRIPTION	DATE	BY

REVISIONS

Call at least two full working days before you begin excavation.
ARIZONA811 ArizonaBlueStake,Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

SHEET
PP1
OF 7

FILE: P:\2016\16050\Drawings\Plats\Preliminary\16050-Cover Sheet.dwg SWI-C3D-16



Key

- ROW/Property Line
- Building Setback Line
- Building Area
- Façade Zone

C. Building Placement		
Setback (Distance from ROW/Property Line)		
Principal Building		
Front[1]	12' min.; 25' max.	A
Front Façade within Façade Zone	50% min.	
Side Street/Civic Space	10' min.; 30' max.	B
Side[2]	5' min.; 12' min. combined	C
Rear	12' min.	D
Accessory Building or Structure		
Front	20' min.	
Side	3' min.; 6' max.	
Rear	3' min.	

[1] The setback may match an existing adjacent building as follows: the building may be placed to align with the façade of the front most immediately adjacent property, for a width no greater than that of the adjacent property's façade that encroaches into the minimum setback.

[2] No side setback is required along the shared property line between side-by-side duplexes.

D. Building Form[3]		
Height		
Principal Building		
Stories	3 stories max.	
To Eave/Parapet	32' max.	E
Overall	44' max.	F
Accessory Building, Accessory Structure or Carriage House		
Stories	2 stories max.	
To Eave/Parapet	18' max.	
Overall	28' max.	
Ground Floor Finish Level: Principal Building	18" min. above sidewalk	G
Ground Floor Ceiling	8' min. clear	H
Upper Floor(s) Ceiling	8' min. clear	I

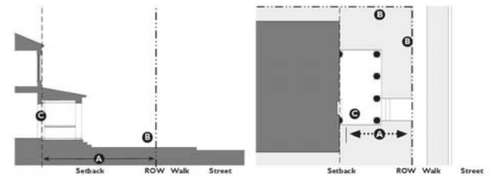
[3] See Divisions 10-50.30 (Building Height) and 10-50.110 (Specific to Building Types) for additional building form regulations.

Footprint		
Lot Coverage	50% max.	
Miscellaneous		

Mansard roof forms are not allowed.

TYPICAL SINGLE FAMILY ESTATE (T3N.2) SETBACKS

(PER FLAGSTAFF ZONING CODE 10–40.40.060)



Key

- ROW/Property Line
- Setback Line

10-50.120.030 Common Yard

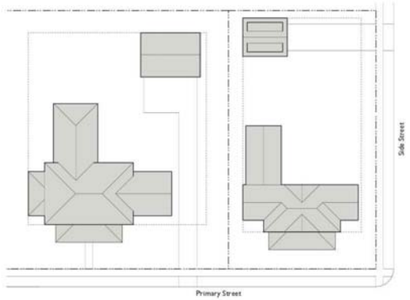
A. Description		
The main façade of the building typically has a medium to large setback from the property line. The resulting front yard remains unfenced and is visually continuous with adjacent yards, supporting a common landscape and work in conjunction with the other private frontages.		
B. Size		
Depth	20' min.	A
C. Miscellaneous		
Fences between front yards or between the sidewalk and front yard are not allowed in Common Yard Frontages.		B
Common Yard Frontages shall be used in conjunction with another allowed private frontage.		C

The front yards of these houses form a continuous common yard.

An example of a common yard.

TYPICAL SINGLE FAMILY ESTATE (T3N.2) COMMON YARD

(PER FLAGSTAFF ZONING CODE 10–50.120–4)



Typical Front-loaded Plan Diagram

Key

- ROW/Property Line
- Building Area

B. Lot		
Lot Size[1]		
Width	100' min.	
Depth	100' min.	
Area	10,000 sf min.	
C. Number of Units		
Units	1 max.	
D. Pedestrian Access		
Main Entrance Location	Primary Street	
E. Allowed Frontages		
Common Yard	Stoop	
Porch		
F. Vehicle Access and Parking		
Parking spaces may be enclosed, covered or open.		

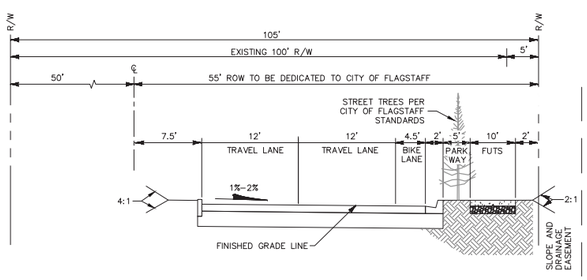
G. Private Open Space		
Area	25% of lot area min.	
Width	30' min.	
Depth	30' min.	
H. Building Size and Massing		
Main Body		
Width	48' max.	
Secondary Wing		
Width	36' max.	
Miscellaneous		
Height	See transect zone in which the building is proposed.	
End Notes		

[1] Applies to newly created lots.

(Section 10-50.110.050 amended by Ord. 2016-07, adopted Feb. 16, 2016)

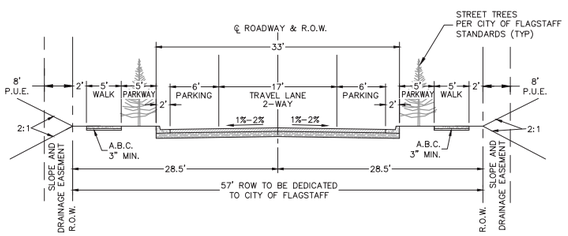
TYPICAL SINGLE FAMILY ESTATE (T3N.2) BUILDING ENVELOPE

(PER FLAGSTAFF ZONING CODE 10–50.110–9)



TYPICAL SECTION WOODY MOUNTAIN ROAD

N.T.S.



RESIDENTIAL LOCAL

N.T.S.

PARCEL MAP CHECK REPORT

OVERALL PROPERTY BOUNDARY

North: 4587.3067' East: 4885.0312'

Segment #1 : Line
Course: N 1°06'37" E Length: 2707.845'
North: 7294.6433' East: 4937.5005'

Segment #2 : Line
Course: N 1°19'24" E Length: 2676.713'
North: 9970.6424' East: 4999.3178'

Segment #3 : Line
Course: S 59°13'32" E Length: 200.302'
North: 9868.1559' East: 5171.4149'

Segment #4 : Curve
Length: 81.277' Radius: 400.000'
Delta: 11°38'32" Tangent: 40.779'
Chord: 81.138' Course: S 53°24'16" E
Course In: S 30°46'28" W Course Out: N 42°25'00" E
RP North: 9524.4807' East: 4966.7511'
End North: 9819.7845' East: 5236.5577'

Segment #5 : Line
Course: S 47°35'00" E Length: 100.000'
North: 9752.3328' East: 5310.3836'

Segment #6 : Curve
Length: 131.120' Radius: 500.000'
Delta: 15°01'31" Tangent: 65.938'
Chord: 130.745' Course: S 55°05'45" E
Course In: N 42°25'00" E Course Out: S 27°23'29" W
RP North: 10121.4624' East: 5647.6422'
End North: 9677.5198' East: 5417.6089'

Segment #7 : Line
Course: S 62°36'31" E Length: 99.998'
North: 9631.5141' East: 5506.3956'

Segment #8 : Curve
Length: 59.493' Radius: 400.900'
Delta: 8°30'09" Tangent: 29.801'
Chord: 59.438' Course: S 58°21'26" E
Course In: S 27°23'29" W Course Out: N 35°53'38" E
RP North: 9275.5611' East: 5321.9550'
End North: 9600.3316' East: 5556.9973'

Segment #9 : Line
Course: S 54°06'22" E Length: 178.077'
North: 9495.9275' East: 5701.2582'

Segment #10 : Line
Course: S 54°06'22" E Length: 247.660'
North: 9350.7280' East: 5901.8886'

Segment #11 : Curve
Length: 68.566' Radius: 600.752'
Delta: 6°32'22" Tangent: 34.321'
Chord: 68.529' Course: S 50°50'11" E
Course In: S 35°53'38" W Course Out: N 42°26'00" E
RP North: 8864.0563' East: 5549.6761'
End North: 9307.4494' East: 5955.0223'

Segment #12 : Line
Course: S 47°33'58" E Length: 51.244'
North: 9272.8730' East: 5992.8432'

Segment #13 : Line
Course: S 50°25'04" E Length: 50.000'
North: 9241.0138' East: 6031.3788'

Segment #14 : Curve
Length: 335.824' Radius: 954.899'
Delta: 20°09'00" Tangent: 169.664'
Chord: 334.096' Course: S 29°30'26" W
Course In: S 50°25'04" E Course Out: N 70°34'04" W
RP North: 8632.5666' East: 6767.3299'
End North: 8950.2522' East: 5866.8254'

Segment #15 : Line
Course: S 19°16'21" W Length: 1183.070'
North: 7833.4820' East: 5476.3397'

Segment #16 : Line
Course: S 19°16'20" W Length: 1125.043'
North: 6771.4852' East: 5105.0116'

Segment #17 : Curve
Length: 193.836' Radius: 716.200'
Delta: 15°30'24" Tangent: 97.514'
Chord: 193.245' Course: S 11°31'08" W
Course In: S 70°43'40" E Course Out: N 86°14'04" W
RP North: 6535.0986' East: 5781.0765'
End North: 6582.1324' East: 5066.4223'

Segment #18 : Line
Course: S 3°45'56" W Length: 1997.219'
North: 4589.2251' East: 4935.2569'

Segment #19 : Line
Course: S 87°48'50" W Length: 50.271'
North: 4587.3075' East: 4885.0225'

Perimeter: 11537.558' Area: 2063186.85 Sq. Ft.
Error Closure: 0.0088 Course: N 84°39'25" W
Error North: 0.00082 East: –0.00873

Precision 1: 1310753.750

Preliminary Plat Impervious Areas & LID Analysis

			LID required depth (ft)
			0.08
Basin ID	Site Area (sf)	Total impervious area for LID (sf)	Required 1" LID volume based on impervious gross area (cf)
A	423,950	140,837	11,736
B	283,357	94,797	7,900
C	663,344	176,140	14,678
D	344,004	103,022	8,585
E	119,851	19,608	1,634
TOTAL	1,834,506	534,403	44,533

1. Gross required 1" LID volume is for onsite impervious area including streets, parking, sidewalks and buildings. 2. Building I.A. derived from 50% max coverage of 10,000sf (buildable area per lot).

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

THE WEDGE

TYPICAL SECTIONS AND SETBACKS

JOB NO:	16050
DATE:	DEC 16
SCALE:	AS SHOWN
DRAWN:	MWJ
DESIGN:	AHB
CHECKED:	AHB

75 Kaloof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
ARIZONA811 ArizonaBlueStake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

SHEET PP2 OF 7

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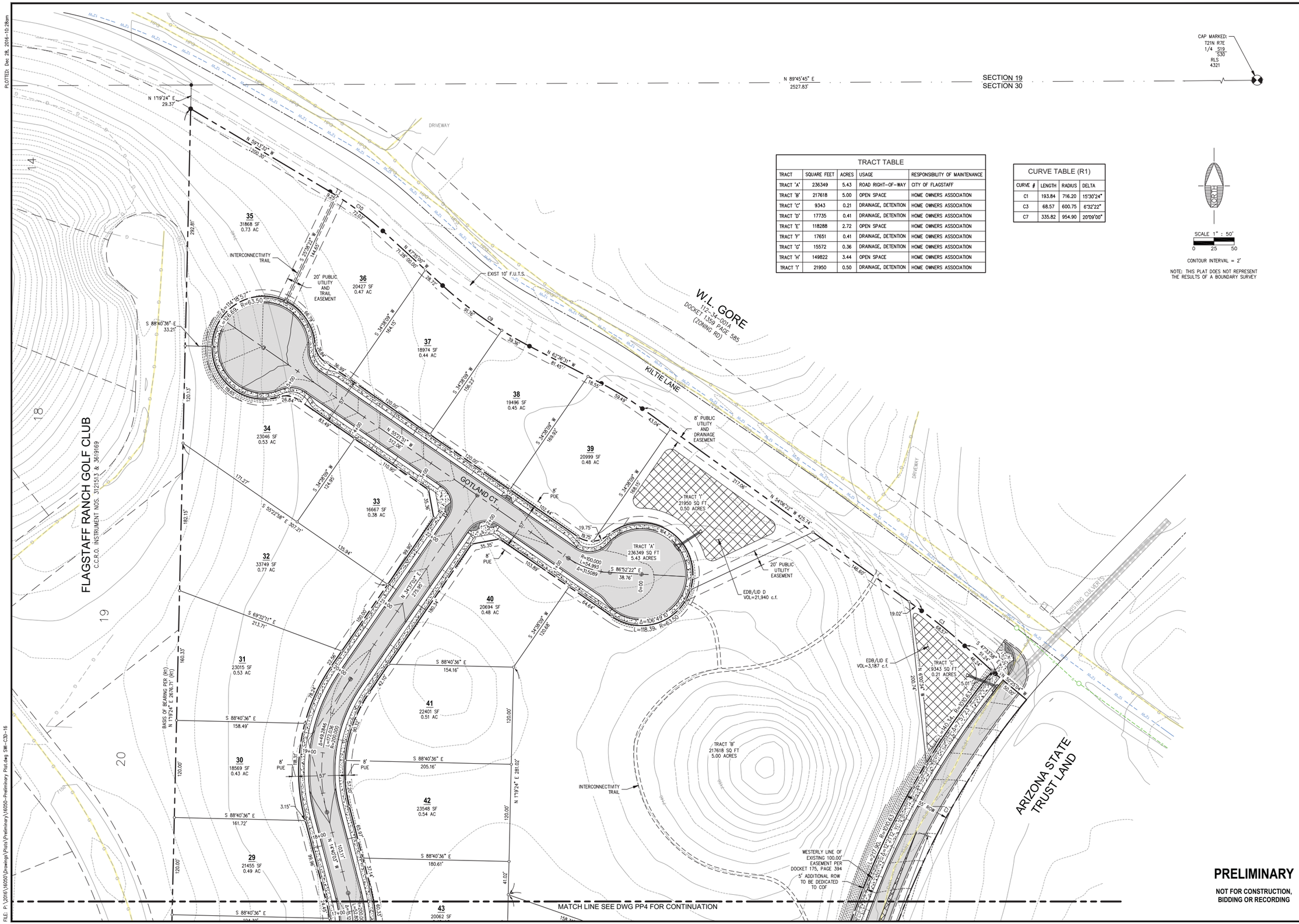

TRACT TABLE				
TRACT	SQUARE FEET	ACRES	USAGE	RESPONSIBILITY OF MAINTENANCE
TRACT 'A'	236349	5.43	ROAD RIGHT-OF-WAY	CITY OF FLAGSTAFF
TRACT 'B'	217618	5.00	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT 'C'	9343	0.21	DRAINAGE, DETENTION	HOME OWNERS ASSOCIATION
TRACT 'D'	17735	0.41	DRAINAGE, DETENTION	HOME OWNERS ASSOCIATION
TRACT 'E'	118288	2.72	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT 'F'	17651	0.41	DRAINAGE, DETENTION	HOME OWNERS ASSOCIATION
TRACT 'G'	15572	0.36	DRAINAGE, DETENTION	HOME OWNERS ASSOCIATION
TRACT 'H'	149822	3.44	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT 'I'	21950	0.50	DRAINAGE, DETENTION	HOME OWNERS ASSOCIATION

CURVE TABLE (R1)			
CURVE #	LENGTH	RADIUS	DELTA
C1	193.84	716.20	15°30'24"
C3	68.57	600.75	6°32'22"
C7	335.82	954.90	20°09'00"

FLAGSTAFF ARIZONA

THE WEDGE

PRELIMINARY PLAT - AREA 1

JOB NO:	16050
DATE:	DEC 16
SCALE:	1"=50'
DRAWN:	MWJ
DESIGN:	AHB
CHECKED:	AHB

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
ARIZONA811
ArizonaBlueStake,Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SHEET
PP3
OF 7

FILE: P:\2016\16050\Drawings\Plats\Preliminary\16050-Preliminary Plat.dwg SWI-C3D-16

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

THE WEDGE

PRELIMINARY PLAT - AREA 2

JOB NO:	16050
DATE:	DEC 16
SCALE:	AS SHOWN
DRAWN:	MWJ
DESIGN:	AHB
CHECKED:	AHB

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
SWI
Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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ARIZONA811
ArizonaBlueStake,Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

SHEET
PP4
OF 7

PLOTTED: Dec 28, 2016-10:28am

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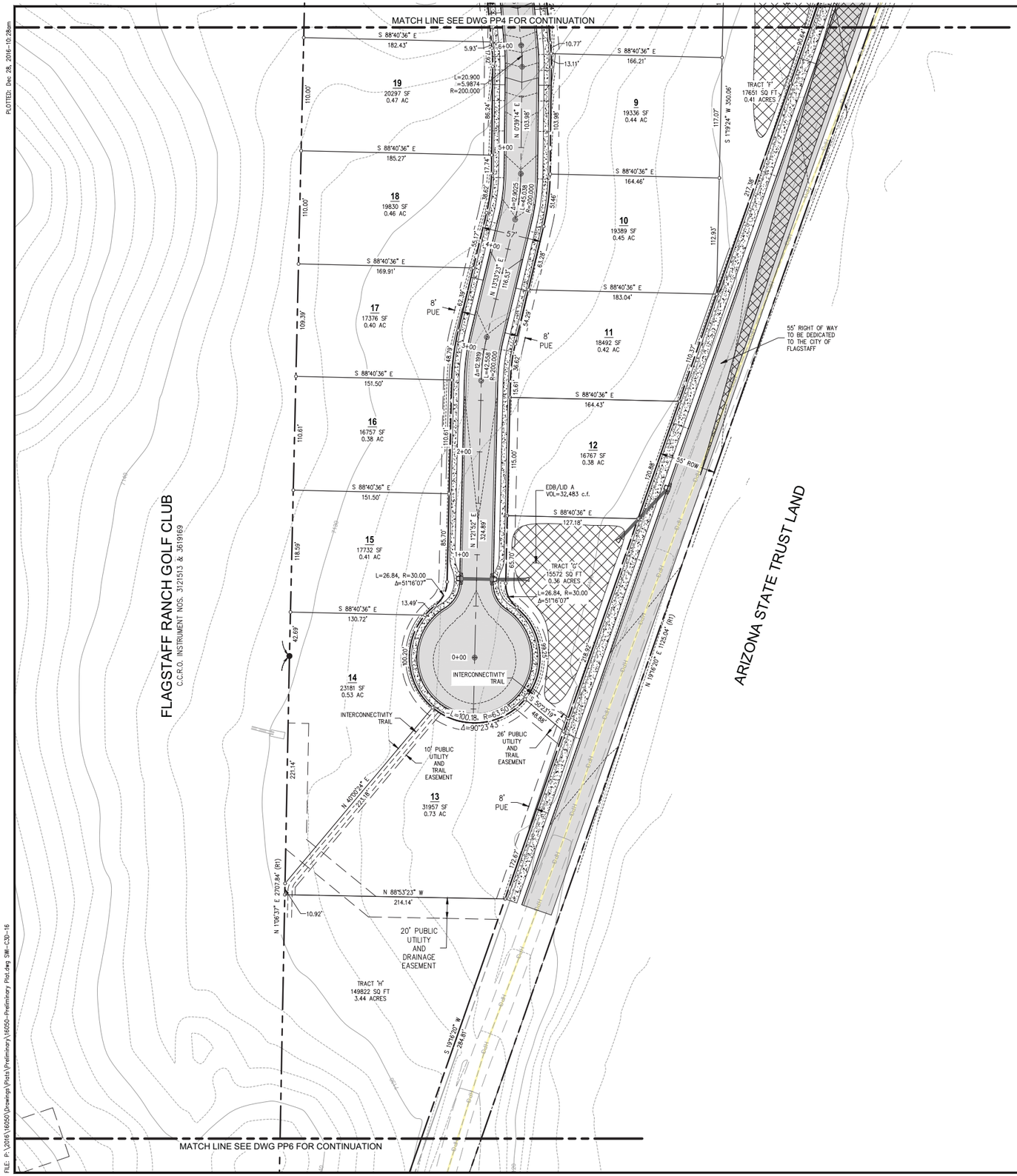

SCALE 1" : 50'
0 25 50

CONTOUR INTERVAL = 2'

NOTE: THIS PLAT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

THE WEDGE

PRELIMINARY PLAT - AREA 3

JOB NO:	16050
DATE:	DEC 16
SCALE:	AS SHOWN
DRAWN:	MWJ
DESIGN:	AHB
CHECKED:	AHB

110 W. Dale Avenue
Flagstaff, AZ 86001
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928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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ARIZONA811
ArizonaBlueStake,Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

SHEET
PP5
OF 7

PLOTTED: Dec 28, 2016-10:28am

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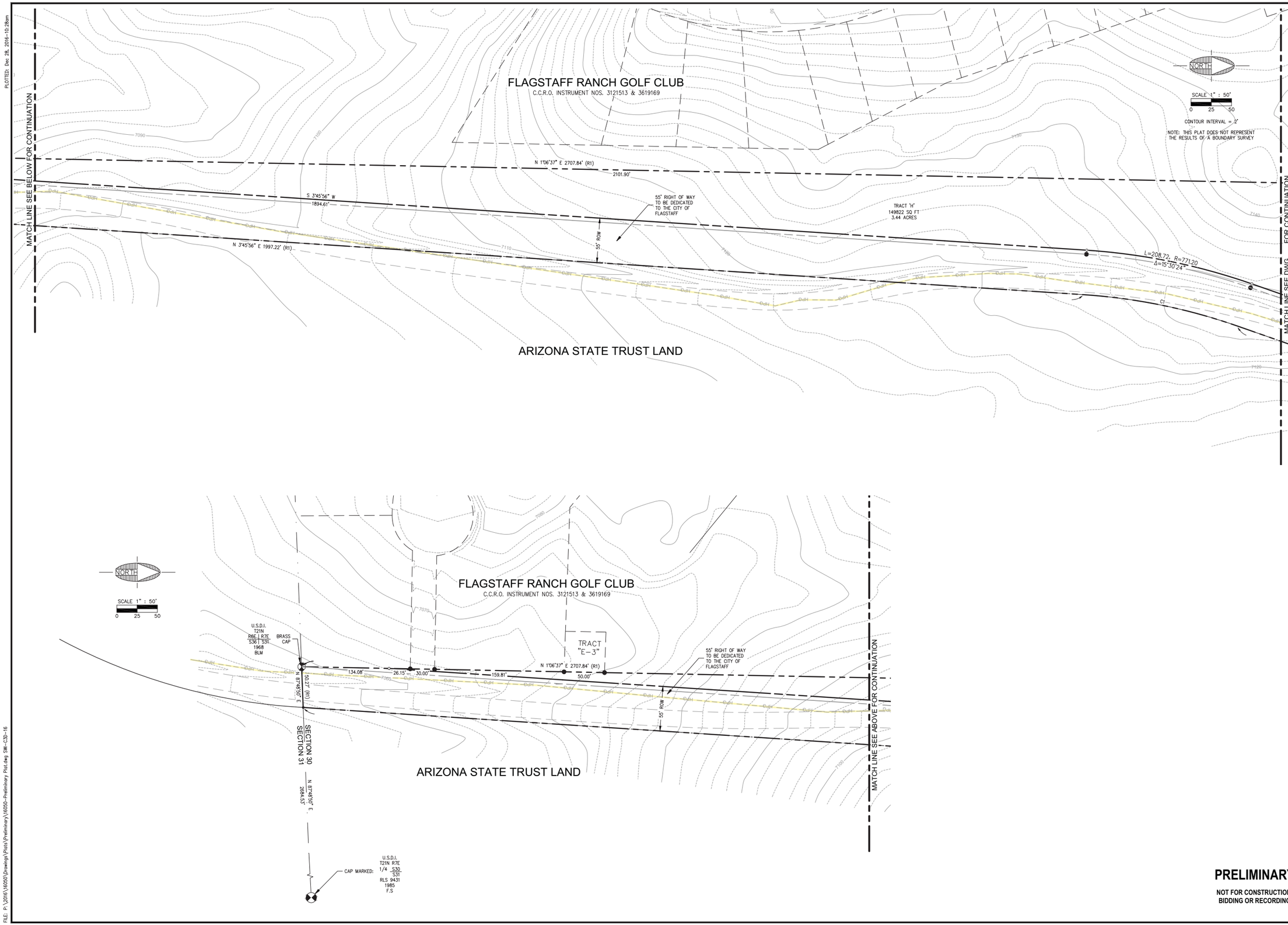
PLOTTED: Dec 28, 2016-10:28am



FLAGSTAFF
ARIZONA

THE WEDGE

PRELIMINARY PLAT - AREA 4

JOB NO:	16050
DATE:	DEC 16
SCALE:	AS SHOWN
DRAWN:	MWJ
DESIGN:	AHB
CHECKED:	AHB

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

REVISIONS

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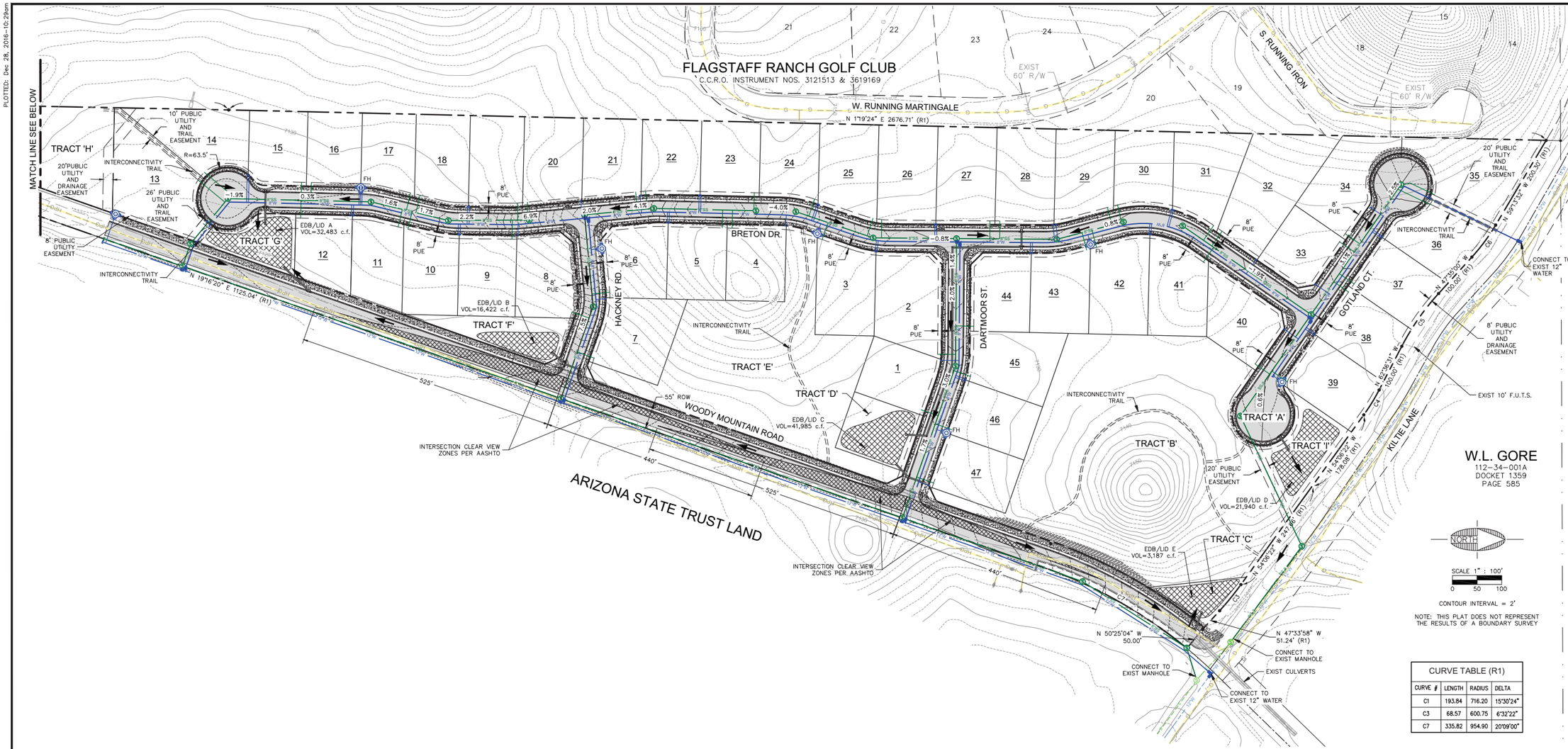
ARIZONA811
ArizonaBlueStake,Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SHEET
PP6
OF 7

FILE: P:\2016\16050\Drawings\Plats\Preliminary\16050-Preliminary Plat.dwg SWI-C3D-16



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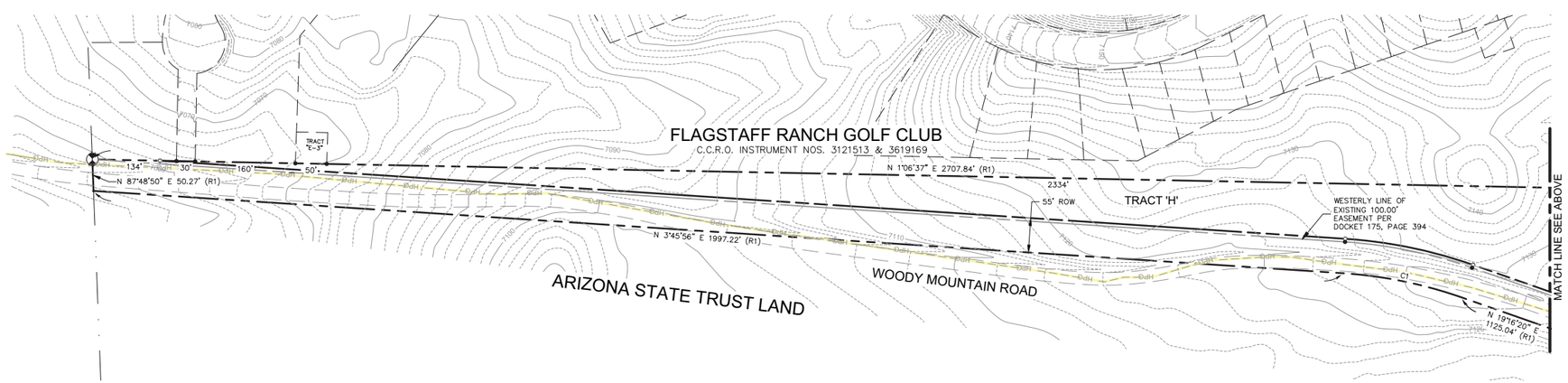


PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

THE WEDGE

UTILITY PLAN

JOB NO:	16050
DATE:	DEC 16
SCALE:	AS SHOWN
DRAWN:	MWJ
DESIGN:	AHB
CHECKED:	AHB

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

REVISIONS			
NO.	DESCRIPTION	DATE	BY

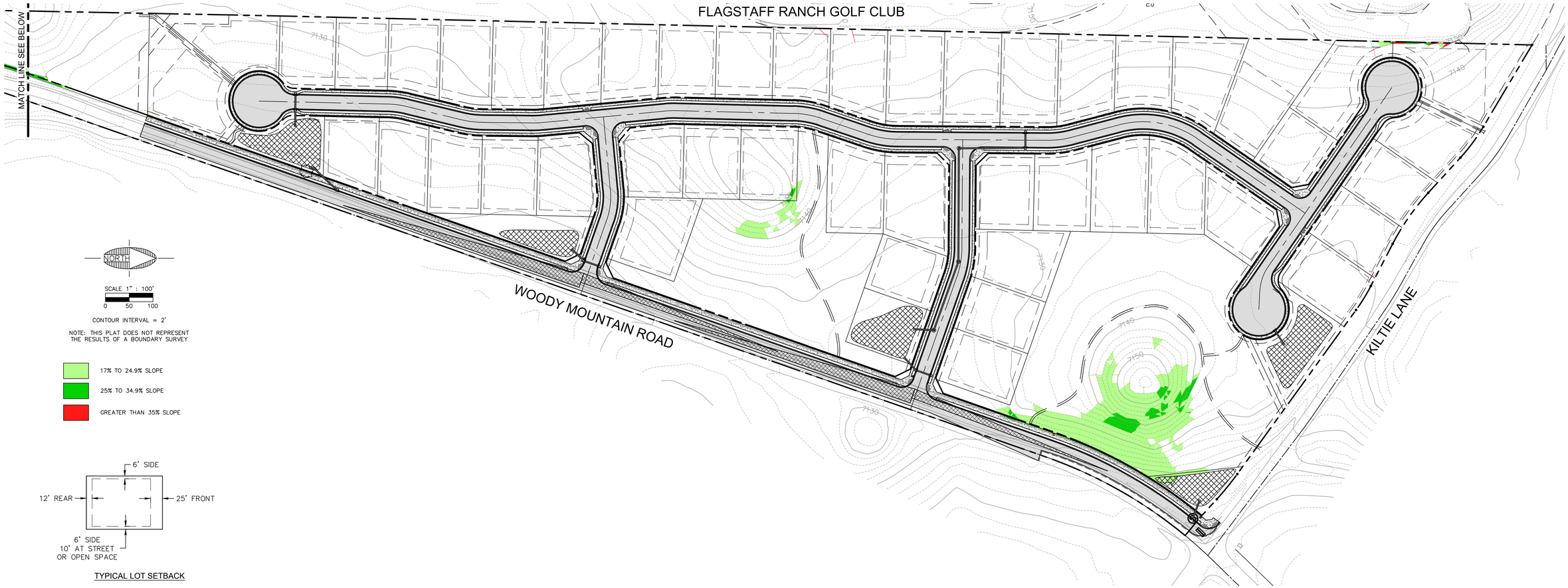
Call at least two full working days before you begin excavation.
ARIZONA811 ArizonaBlueStake,Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

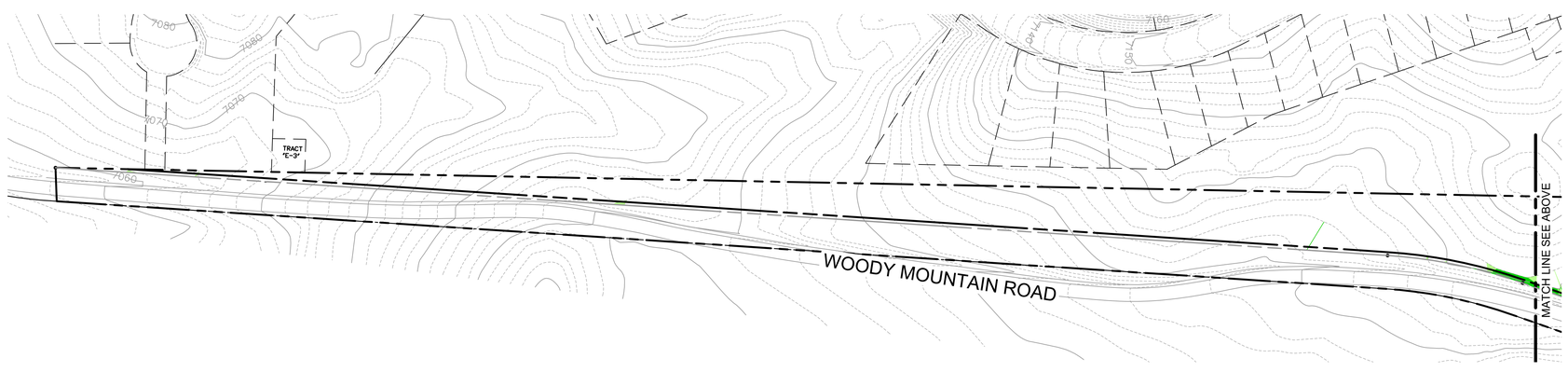
SHEET
PP7
OF 7

PLOTTED: Dec 28, 2016-10:29am

FILE: P:\2016\16050\Drawings\Plats\Preliminary\16050-UTILITY PLAN.dwg SWI-C3D-16

PLOTTED: Jan 24, 2017-11:37am





Slope Resources	
0-16.99% Slope	**SF**
Total Existing 0-16.99% Slope	1,770,616
Preservation rate	0%
17-24.99% Slope	**SF**
Total Existing 17-24.99% Slope	44,071
Preservation rate	70%
Required 17-24.99% Slope	30,850
Disturbed 17-24% Slope	507
Preserved 17-24.99% Slope	43,564
17-24.99% Surplus/Deficit	12,714
25-34.99% Slope	**SF**
Total Existing 25-34.99% Slope	5,480
Preservation rate	80%
Required 25-24.99% Slope	4,384
Disturbed 25-34.99% Slope	0
Preserved 25-34.99% Slope	5,480
25-34.99% Surplus/Deficit	1,096
>35% Slope	**SF**
Total Existing >35% Slope	282
Preservation rate	100%
Total Slope Surplus/Deficit	13,810

Tree Resources		
Gross Area	47.36	acres
	2,063,002	sf
Slope Area 17-24.99%	44,071	sf
Slope Area 25-34.99%	5,480	sf
Slope Area > 35%	282	sf
Effective (Net) Area of Trees	2,013,169	sf
Required Tree Preservation Rate	50%	
Required Area to be Preserved	1,006,584	sf
Lot Area of Disturbance (14,075 sf avg) incl: building footprint, driveway, walks and utilities	661,525	sf
ROW Area of Disturbance	251,291	sf
Casual Trail Disturbance	7,456	sf
Drainage Facilities Disturbance	46,160	sf
Water and Sewer Line Disturbance	6,100	sf
Total Area of Disturbance	972,532	sf
Total Tree Area Excess or Deficit	34,052	sf
Total Slope Area Surplus or Deficit	13,810	sf
Total Resource Area Surplus or Deficit	**47,863**	**sf**
Total Resource Area Preserved	**1,054,447**	**sf**
Resource Preservation Rate	**52%**	

NOTE: ALL INDIVIDUAL LOT AREAS OUTSIDE OF THE MAXIMUM BUILDING COVERAGE, DRIVEWAYS AND UTILITIES ARE DEEMED PRIVATE OPEN SPACE AND PROTECTED FOREST RESOURCE AREAS.

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

REVISIONS

NO.	DESCRIPTION	DATE	BY

SWI Shephard Wesnitzer, Inc.
75 Kallof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com

JOB NO:	15153
DATE:	JAN 17
SCALE:	1"=100'
DRAWN:	MWJ
DESIGN:	AHB
CHECKED:	AHB

THE WEDGE
FLAGSTAFF ARIZONA

RESOURCE PROTECTION PLAN AND CALCULATIONS

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

DRAWING NO. RP1
SHT NO. 1 OF 1

FILE: P:\2016\16050\Drawings\Plats\Preliminary\16050-RESOURCE PROTECTION.dwg MWJ-C3D16

City of Flagstaff **Engineering Section**
211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

Engineering Standards Variance Request Form

Project Name: The Wedge

COF Project Number: PZ-16-00084

Standard Specification/Standard Detail: F.C.C. 10-30.50.070.J – Minimum Requirements – Street Improvements

Variance Requested: The Applicant requests that the City's street improvement requirements along Woody Mountain Rd. extend only from Kiltie Lane to the development's southernmost lot.

Reason for Variance: Pursuant to F.C.C. 10-30.50.070, Minimum Requirements, required public improvements "shall have a rational nexus with, and shall be roughly proportionate to, the impact(s) created by the subdivision or land development." In short, infrastructure improvements imposed on a private landowner must have a clearly defined connection to the impact of the development, and the share imposed must be reasonable and roughly commensurate with its impact. Out of necessity, F.C.C. 10-30.50.070.J, Street Improvements, is largely premised on the assumption that development will occur either on parcels roughly rectangular in shape, or on irregular properties proportioned such that it would be possible for a landowner to construct on a relatively uniform basis throughout the development. The Wedge property, with its average length approximately 103 times its narrowest width, is an outlier when it comes to property dimensions in this City. As such, for the City of Flagstaff to impose infrastructure requirements designed and developed for conventional parcels on a lot so anomalous would lead to an inherently unjust result.

Further justification for modifying a portion of the City's frontage requirements comes when one considers the remote possibility that Wedge residents will be travelling southbound on Woody Mountain Road beyond the development's southernmost point of ingress/egress. There is currently no development, neighborhood amenity or interstate access south of The Wedge that would entice residents to use that portion of Woody Mountain Road on even a semiregular basis. Aside from the occasional resident seeking to enjoy National Forest Land, which comprises the vast majority of the land south of The Wedge, or the Arboretum, it is difficult to imagine that residents would travel along this portion of Woody Mountain Road. As mentioned above, the City's frontage requirements must be reasonable and must roughly match the impacts created by the residents of The Wedge. Again, given The Wedge's singularly unique dimensions, coupled with the lack of any amenity or incentive that would entice residents to travel south on Woody Mountain Road on more than an occasional basis, the City's requirement for approximately 2,500 feet of roadway improvements would appear to be unfair and not in keeping with F.C.C. 10-30.50.070, as well as current constitutional law regarding exactions.

Comments:			
Approval/Denial			
Dev Engineeering PM:	☑ Approved	☐ Denied	Date: 12/15/16
Utilites Director:	☒ Approved	☐ Denied	Date:
City Engineer:	☒ Approved	☐ Denied	Date: 12/19/16

The WEDGE Proportional Share Calculation for a Future Traffic Signal @ Woody Mtn. Rd / Route 66

Average peak hour of project trips	=41
Background peak hour trips (from counts at intersection in 2015)	=662
2017 background w/o project (grow 2015 @ 2% / year)	=689
2017 w/project (689 +41)	=730

Proportional share calculation:

project trips / total trips * estimated cost of signalization

41/730 * $400,000 =$22,466

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Trevor Henry, Project Manager
Date:	03/01/2017
Meeting Date:	03/07/2017

TITLE:

Consideration and Approval of Contract: With Sellers and Sons, Inc. in the amount of $4,675,913.80 for the Lockett Road and Fanning Wash Improvement Project (Project).

RECOMMENDED ACTION:

1) Approve the construction contract with Sellers and Sons Inc. in the amount of $4,675,913.80, which includes Additive Alternate #1, #3 and #4, and a contract time of 180 calendar days;
2) Approve Change Order Authority to the City Manager in the amount of $452,000.00 (10% of the contract amount, less allowance); and
3) Authorize the City Manager to execute the necessary documents.

Executive Summary:

A contract award of $4,675,913.80 to Sellers and Sons, Inc. is proposed to complete the Lockett Road and Fanning Wash Improvement Project which includes new water service, a new water main, a new underground storm drain system, new roadway pavement, new curb, new gutter, new sidewalk, new channel wash improvement's, and a new concrete box culvert at Lockett Road. The City also authorized Additive Alternates #1, #3, and #4 which provide for FUTS amenities. This project is scheduled to begin as soon as weather permits.

Financial Impact:

• The Lockett Road project is funded by the total budget appropriations of $3,118,538.55 (includes FY 17 actual and FY 18 proposed) from the Road Repair and Street Safety Fund. The Fanning Wash project is funded by the total budget appropriations of $1,557,375.25 from the Stormwater Utility Fund, Road Repair and Street Safety Fund and FUTS Fund, for the total proposed contract amount of $4,675,913.80. The chart below provides additional detail on the funding sources.

Funding Source Lockett and Fanning

	FY17	FY18
Lockett Road ($3,118,538.55)		
Road Repair and Street Safety Fund	$1,200,000.00	$1,918,538.55
Fanning Wash ($1,557,375.25)		
Stormwater Utility Fund	$1,414,185.25	
Road Repair and Street Safety Fund	$ 135,040.00	
FUTS Fund	$ 8,150.00	

Policy Impact:

• No impact.

Connection to Council Goal, Regional Plan and/or TeamFlagstaff Strategic Plan:

COUNCIL GOALS:

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

Has There Been Previous Council Decision on This:

• Council previously approved the ballot language for the Road Repair and Street Safety Initiative (Prop. 406). Council adopted the FY17 budget at the June 21, 2016, Council meeting and these appropriations were included in that budget.
• Council approved the award of the consultant services contract for the design of the Lockett Road project at the February 2, 2016, Council Meeting to Peak Engineering, Inc.
• Council approved the on-call consultant contract, through which a consultant services contract for the design of the Fanning Wash improvement project was established with The WLB Group, Inc.

Options and Alternatives:

1. Approve the award as recommended. Approval will allow work to move forward in calendar year 2017 or,
2. Approve the award with no Additive Alternates included or with a varying combination not listed in the recommendation.
3. Reject all bids. This action would delay the Project. If rejection occurs, possible options Include:
a) Re-advertise the Project and open new bids;
b) Suspend or cancel the project; or
c) Separate the Locket Road and Fanning Wash projects.

Background/History:

The Project has a general scope to upgrade the existing water main and services, to construct a new underground storm water system to improve drainage, re-build the roadway section, replace the concrete sidewalk, curb and gutter, re-line the existing Fanning Wash channel for better drainage and replace the existing drainage culverts with a new concrete box culvert at Lockett Road. The additive alternates are urban trail related work items and defined as follows; Additive Alternate #1 is work to extend the concrete sidewalk for a future railing. Additive Alternate #3 is work to add removable FUTS bollards. Additive Alternate #4 is concrete work to add FUTS street entrances.

In November 2014, the citizens of Flagstaff voted and approved the Road Repair and Street Safety Tax (Prop. 406). Prop. 406 provides funding for the repair and safety of existing streets. Lockett Road was selected for improvement and will be funded by Prop. 406. The Fanning Wash project is funded by the Stormwater Utility Fund. The Lockett Road and Fanning Wash projects were combined to have one (1) contractor perform the construction to help reduce and minimize the disruption to the neighborhood, elementary school and the traveling public.

With Council approval of the contract, work is scheduled to begin as soon as weather allows in 2017. The Project is programmed in the Capital Improvement 5-year plan.

Purchasing posted the Invitation for Bids (IFB) solicitation for construction on January 3, 2017, on the City website and Purchasing's electronic bidding website. The solicitation was advertised in the AZ Daily Sun

newspaper on January 15 and 22, 2017. There were two (2) bids received on the opening date of February 3, 2017, and staff determined that Sellers and Sons, Inc. was the lowest responsive and responsible bidder.

Key Considerations:

The engineer estimated that the cost of the Project would be $4,391,800.91. Below is a summary of the bids received as recommended for award.

Sellers and Sons, Inc.	$4,675,913.80
Fann Contracting, Inc.	$5,016,612.00

Included in the contract amount will be an allowance of $150,000.00 combined. The allowance will be used for items of work that are necessary to complete the project that may have been an oversight at the time of the design. The project manager, section head and department head will have the authority to approve the use of the allowance.

Change Order Authority establishes a dollar amount (10% of the contract amount, less allowance) and provides the City Manager, on behalf of the Council, authority to amend the contract amount in response to unforeseen costs that are more than the contracted amount and in excess of the contract allowance.

Community Benefits and Considerations:

Inform - In November 2016, the City mailed approximately 400 postcards to the property owners and residents of the Upper Greenlaw neighborhoods to provide them notice of an upcoming public information meeting about the Project. On November 17, 2016, City officials met with seventeen (17) citizens at Thomas Elementary School to review and discuss the proposed improvements. The project manager provided his contact information for people who could not attend the meeting if they had any questions. The City held on-going meetings with NAIPTA to minimize the impact of construction to their bus routes. During the project scoping process, the City also met with FUSD to discuss the scope and impact to the neighborhood school; Thomas Elementary School.

Empower - Use the funds collected from the voter-authorized Road Repair and Street Safety Tax (Prop. 406) for the repair and safety of existing streets.

Community Involvement:

On November 17, 2016, City officials presented the Project and held discussions with seventeen (17) residents from the Upper Greenlaw neighborhood.

Expanded Options and Alternatives:

1) Approve the award as recommended. This would allow the Project to be constructed in 2017.
2) Approved the award with no Additive Alternates included or with a varying combination not listed in the recommendation that would be advantageous for the City of Flagstaff.
3) Reject all bids. This option would delay the construction start and possibly cause the work to span two (2) construction seasons, which would include a winter shutdown with temporary improvements in place. The residents and community at large could have a significantly longer duration of impact from construction activities.

Attachments: Construction Contract
Context Map
Vicinity Map

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
and
Sellers & Sons, Inc.

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2017, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Sellers & Sons, Inc., an Arizona company ("Contractor") with offices at 7301 South Rainbow Road, Buckeye, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

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

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

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

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the "Owner") feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and

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

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

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

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$4,675,913.80** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

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

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

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

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

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

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

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **one hundred eighty (180) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

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

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

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

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 4 above, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with

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

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

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

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

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

13. Notices. Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

If to Owner:	**If to Contractor:**
Patrick Brown, C.P.M.	John Sellers
Senior Procurement Specialist	President
211 West Aspen Avenue	P.O. Box 1177
Flagstaff, AZ 86001	Avondale, AZ 85323

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

15. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

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

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

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

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

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

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

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

23. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

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

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

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

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

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

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

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

31. No Boycott 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, not to engage in a boycott of Israel.

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

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

Owner, City of Flagstaff

_____
Josh Copley, City Manager

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

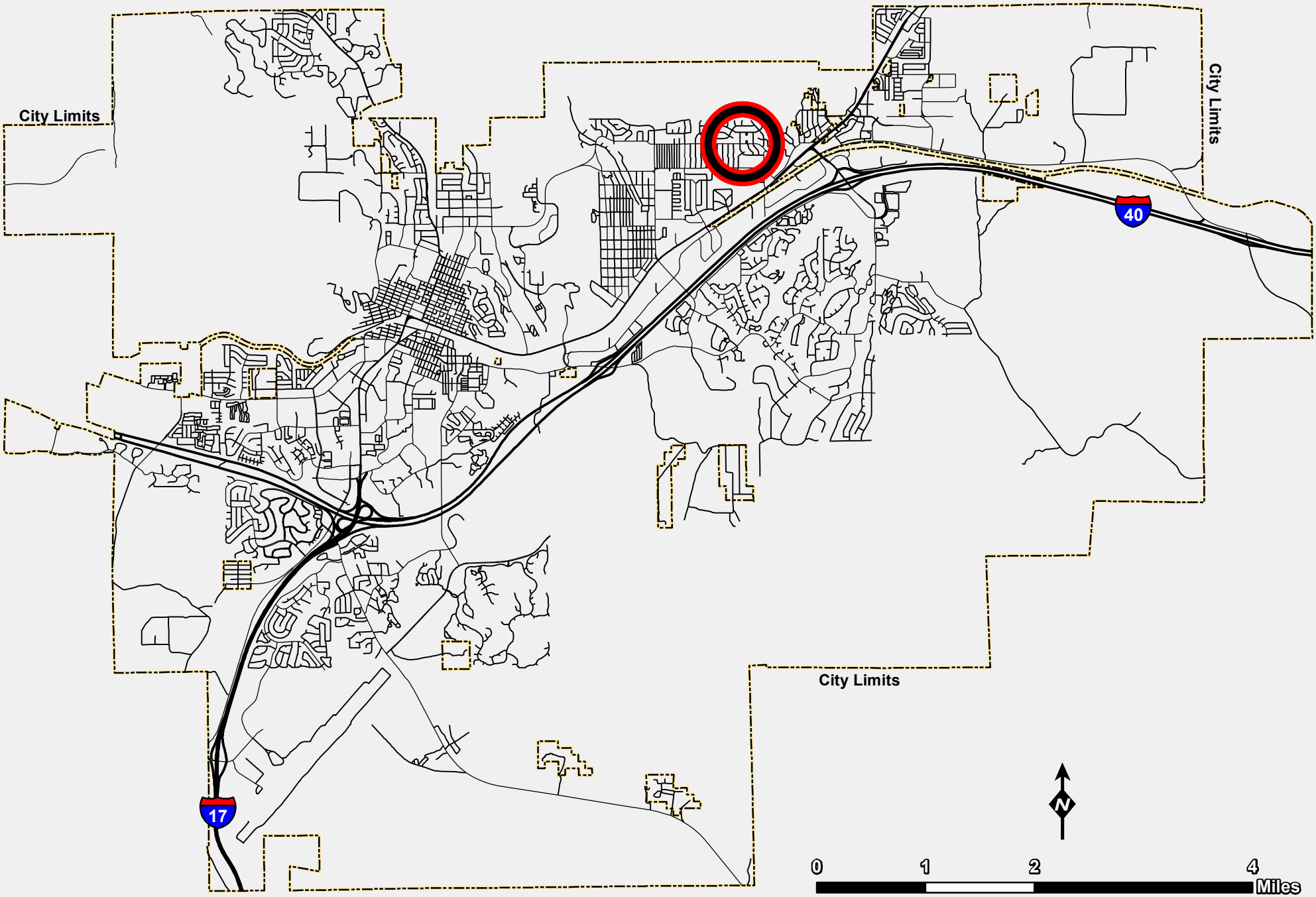
Sellers & Sons, Inc.

_____
Signature

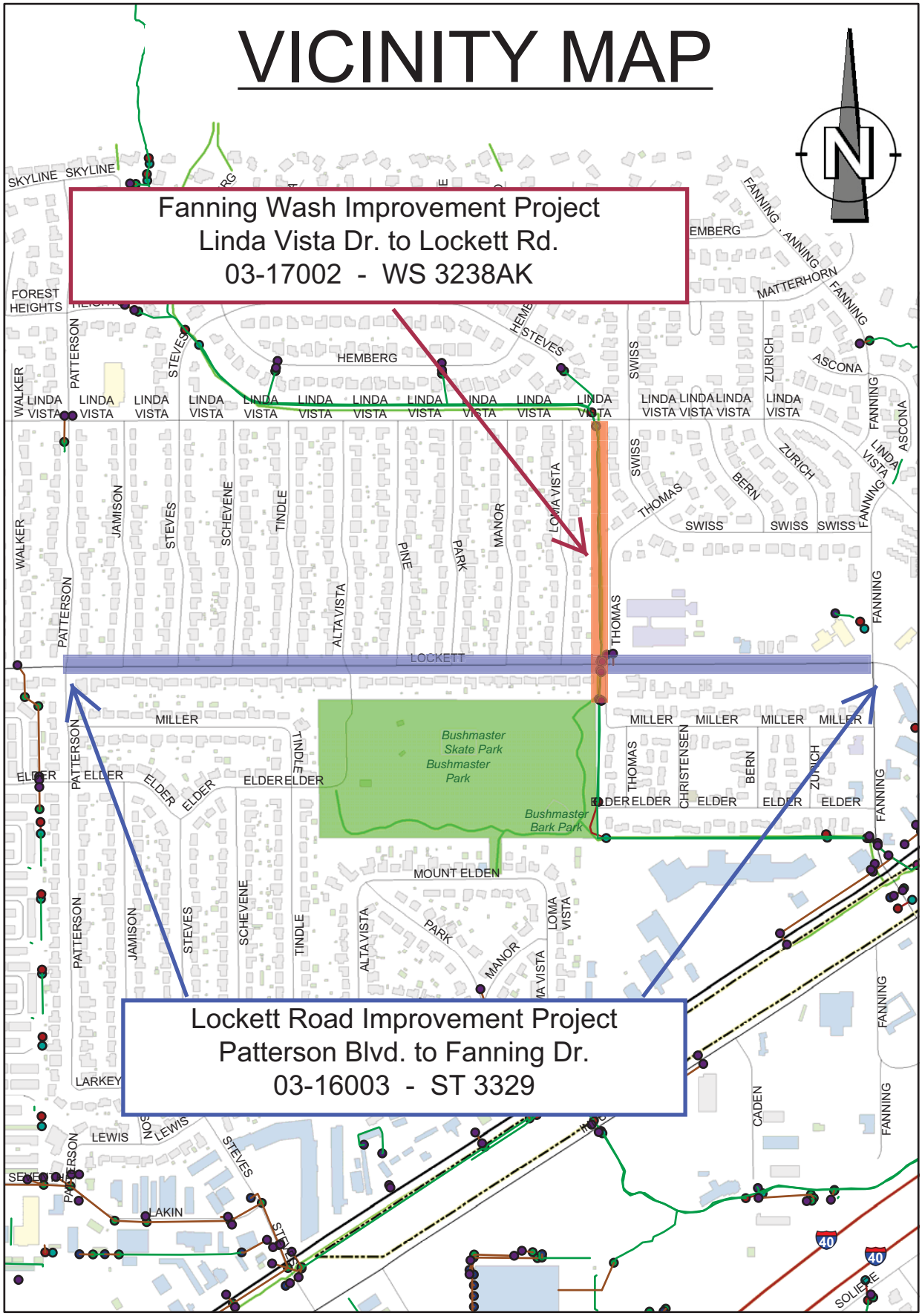
_____
Printed Name

_____
Title

Lockett Road and Fanning Wash Context Map



VICINITY MAP



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Paul Summerfelt, Wildland Fire Manager
Co-Submitter:	Matt Millar
Date:	03/01/2017
Meeting Date:	03/07/2017

TITLE:

Consideration and Approval of Contract: Flagstaff Watershed Protection Project Intergovernmental Agreement No. 17-1 between City of Flagstaff and Arizona Department of Forestry and Fire Management.

RECOMMENDED ACTION:

Approve Flagstaff Watershed Protection Project (FWPP) Intergovernmental Agreement (IGA) No. 17-1 between City of Flagstaff (City) and Arizona Department of Forestry and Fire Management (DFFM).

Executive Summary:

Several State land parcels were included within the voter-approved FWPP area, including four in the City's southeast side. To meet FWPP objectives, areas within all these parcels require various forest treatment practices and intensity of effort. In 2015, 150 acres in one of these parcels was treated under FWPP IGA No. 15-1 between the City and DFFM. The proposed FWPP IGA No. 17-1 allows up to 1,000 additional acres of treatment to occur in these four parcels over a four-year period (FY17-21), with total cost to be evenly split between the City and DFFM.

Financial Impact:

Total cost for the 1,000 acres of treatment under FWPP IGA 17-1 is projected to cost $640,000. Over the four-year lifespan of the IGA, the TOTAL *Not-To-Exceed* City cost to implement these treatments is $320,000, to be matched by an equal *Not-To-Exceed* amount from DFFM of $320,000. City funding is via the FWPP Bond and/or grants awarded: DFFM funding is per annual State appropriations. Over the life-span of the IGA, the City will only match whatever the State Legislature provides to DFFM and they in-turn allocate/direct to this effort.

Policy Impact:

Continues implementation of the voter-approved FWPP effort with only 50% of the overall cost charged to the Bond.

Connection to Council Goal, Regional Plan and/or TeamFlagstaff Strategic Plan:

This grant award, and the leverage it provides to further the FWPP, meets the following -

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

REGIONAL PLAN:
Environmental Planning & Conservation – Vision for the Future: *In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.*
Policy E&C.3.3 – Invest in forest health and watershed protection measures.
Policy E&C.6.1 – Encourage public awareness that the region's ponderosa pine forest is a 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/award. Council was, however, engaged in the Bond issue when it was approved to be presented to the voters (summer 2012), has approved numerous grant awards and contracts related to FWPP, approved FWPP IGA 15-1 (Jan 5, 2015) which permitted the 150-acres of forest treatments on one of the parcels, and has been kept updated on issues-and-status throughout the overall effort.

Options and Alternatives:

Three exist:

1. **Approve** FWPP IGA 17-1, permitting forest treatment work to proceed as planned. This reduces Bond expenses on these parcels by 50% for the planned work.
2. **Pass** on FWPP IGA 17-1, and carry-out the planned work using 100% Bond funds. This reduces Bond funds for other FWPP required work, in these four parcels or elsewhere.
3. **Reject** the need for forest treatments in these parcels. This leaves the City's southeast side vulnerable to damage/loss and voter desire/direction as identified in the passage of the Bond (74% approval) unfulfilled.

Background/History:

Damage and loss of our forests from destructive wildfire, and subsequent damaging floods, are ever-present threats to our community. Areas that have undergone proactive forest treatments (ie – thinning, debris disposal, and/or prescribed/managed fire) are healthier and more resilient to damage/loss, and are better able to act as a barrier to the spread of fire once it becomes established elsewhere and moves into these treated areas. Within our community and immediate area, the Woody Fire (2005), Hardy Fire (2010), and Slide Fire (2014) dramatically demonstrate the value of these treatments: the Schultz Fire (2010) shows what can happen when such treatments are not in-place. Such treated areas enhance public safety, ensure infrastructure protection, and safe-guard community

well-being

Key Considerations:

These State land parcels, the 150-acres of forest treatments that has been completed under FWPP IGA 15-1, and the treatments planned under FWPP IGA 17-1, were all identified during the Bond campaign as part of the overall goal, area, and effort that would occur with passage of the measure (Q-405, Nov 2012 election). Regardless of location or casual factor, wildfires present challenges due to access, lack of on-site water supply, adjacent neighborhoods, evacuation requirements, available response resources, and other factors. While the fire may be the triggering event, post-fire flooding events, both at the source and downstream, can be devastating to areas and parties not threatened by the fire itself. Completion of forest treatments have proven highly effective in reducing occurrence and severity of these events.

Expanded Financial Considerations:

To-date, and since passage of the FWPP Bond in Nov 2012, DFFM has provided just over $1M in grant awards and direct labor that have significantly contributed to the success of the Bond. These funds have been utilized to plan and/or complete forest treatments in the Equestrian Estates area, Observatory Mesa and Picture Canyon Natural Areaa, and on the parcels included in FWPP IGA 17-1.

Community Benefits and Considerations:

Over the past few years, we've detected and suppressed several suspicious fires in the parcels identified in FWPP IGA 17-1. No suspects have been located, and the threat that a future fire in this area escalates into something larger and more damaging exists. FWPP IGA 17-1 will allow for completion of forest treatments that will protect adjacent neighborhoods, recreational opportunities, and wildlife habitat, while promoting forest resiliency and sustainability.

Community Involvement:

Inform – Following the 50 campaign events leading up to the Bond election (Nov 2012), we have continued to work at keeping the community informed of why we must act, what we are doing, and where it is occurring. The Project website (www.flagstaffwatershedprotection.org) is one way: Project-wide, numerous news stories have also been crafted and/or otherwise reported, and both impromptu and announced field trips have been conducted. City staff has interacted with numerous individuals in the adjacent neighborhoods. State land is not public land, so contacts with the public on the parcels themselves has been somewhat limited.

Consult – We’ve worked with DFFM on project design and operations, and have taken into account adjacent neighborhood issues and concerns. The US Fish & Wildlife Service and AZ Game & Fish have been consulted regarding wildlife issues.

Involve – Although nothing to date has yet occurred, we intend to engage future NAU student interns in pre-and-post inventory efforts and monitoring projects. Community members have been, and will continue to be, hired as seasonal Fire Dept crew members and will thus engage directly in some of the work itself.

Empower – The planned forest treatments are part of a larger effort underway in our area and throughout northern AZ. We and our many partners have been engaged for nearly two decades in this work, on various jurisdictions and site conditions, and have utilized a variety of prescriptions and approaches to ensure we have a full-suite of treatments across the greater landscape. The work to be undertaken under FWPP IGA 17-1 is based upon credible and proven science-based forest restoration and hazard fuel management standards and knowledge. It adheres to guidelines established in the Greater Flagstaff Area Community Wildfire Protection Plan (City & County - 2005), is consistent with forest treatments

designed and implemented by the Greater Flagstaff Forests Partnership (1999-present) and the City of Flagstaff Wildland Fire Management program (1998-present), meets the goals of the State of AZ 20-Year Strategy (2007), and is consistent with the conditions and necessary actions identified in both the Four Forests Restoration Initiative and the Flagstaff Watershed Protection Project Final Records of Decision (USFS - 2015).

Expanded Options and Alternatives:

NA

Attachments: FWPP IGA 17-1
FWPP IGA 17-1 Attachment A
FWPP IGA 17-1 SOW
FWPP IGA 17-1 Map
FWPP IGA 17-1 Proximity Map

Flagstaff Watershed Protection Project
Intergovernmental Agreement No. FWPP 17-1
Between the City of Flagstaff and
Arizona Department of Forestry and Fire Management

This Intergovernmental Agreement ("Agreement") is entered into by and between the City of Flagstaff ("City"), an Arizona municipal corporation with offices at 211 W. Aspen Avenue, 86001, and the Arizona Department of Forestry and Fire Management ("DFFM", 1100 Washington St, Suite 100, Phoenix AZ 85007.

RECITALS:

WHEREAS the State Forester (A.R.S.§ 37-1303(F)) and the City of Flagstaff have mutual interest in protecting watersheds and improvements from catastrophic wildfires; and

WHEREAS by cooperatively working together it will provide a collaboratively developed project to meet the objectives of the City and DFFM; and

WHEREAS the City through its bonding authority and DFFM through legislative authority HB 2703, 2014-2015; general appropriations (Fifty-first legislature, Second Regular Session) has provided funding to address the need to treat forest fuels to protect watersheds, forest resources and infrastructure from a wildfire threat; and

WHEREAS the residents of Flagstaff have seen the need to protect their municipal watersheds through approval of a bond authorizing funding to treat the forests within the municipal watersheds; and

WHEREAS the State Forester is authorized to enter into Intergovernmental Agreements under A.R.S.§ 37-1303 (F) ; and

WHEREAS the City is authorized to enter into Intergovernmental Agreements under A.R.S. §§ 11-951 and 11-952; and

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

I. PURPOSE OF AGREEMENT

Under this Agreement DFFM will receive funds provided by the City through the Flagstaff Watershed Protection Program ("FWPP"). Funds will be used to conduct appropriate forest management on State Trust Lands, to reduce wildfire hazard and protect the parcel and adjacent areas from fire and post-fire damage.

II. OPERATIONAL PLAN and ANNUAL SCOPE OF WORK

Funds will be used to reimburse DFFM for fulfilling forest treatment work as identified in the Operational Plan (Attachment A) and the annual Scope of Work, all of which has been collaboratively developed with the City.

III. PROGRAMATIC CHANGES

DFFM shall obtain prior written agreement from the City for any changes to the attached Operational Plan (Attachment A) and any annual Scope of Work documents.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by the two parties or March 1, 2017, whichever is later, and will terminate upon completion of all treatments specified in the attached Operational Plan (Attachment A) or on June 30, 2021, whichever comes first, unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Recognizing that the Arizona State Legislature and Governor have approved forest treatment funds for State Trust Lands in State FY17, the intent of this Agreement is for City-provided FWPP funds to be utilized for up to 50% of the cost of all treatments specified for each individual project site as identified in the attached Operational Plan (Attachment A): DFFM will provide the additional cost-share match required up to 50%.

As shown in the Operational Plan (Attachment A), total cost to the City for the duration of this Agreement, to include Tree Thinning/Harvesting and resulting Debris Disposal associated with forest treatment activities shall not exceed $320,000 (50% of total estimated costs).

Regardless, compensation under this Agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable.

General administrative and other associated costs with the forest treatment work (ex: Archeology and Road surveys) incurred by DFFM are not reimbursable.

All commitments on the part of DFFM shall be contingent on yearly appropriations and availability of funding.

For each FY of this Agreement, DFFM shall provide a specific FY Scope of Work which identifies proposed location, acres, activity(s) to occur, and available State funding to support such efforts. Before initiating said work under terms of this Agreement, DFFM shall receive written approval from the City to proceed, a copy of which will be attached to this Agreement.

VI. ELIGIBLE COSTS

Eligible costs must be incurred within the Term of the Agreement, conform with the general provisions of this Agreement and all other provisions identified herein, and be submitted to the City along with detailed supporting documentation. This is a reimbursable program. Support documentation must show dates and amounts of all expenses.

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the sole responsibility of DFFM to establish and document accounting and administrative control procedures for its operation. Such procedures shall be followed to ensure expenditures and accomplishments are being tracked and invoiced in accordance with all applicable laws and with the terms of the grant agreement/award.

In the event that an audit determines that unallowable costs have been charged to the Agreement and funds have been disbursed to the DFFM, then DFFM accepts full liability and must reimburse all costs incurred and deemed unallowable.

VIII. REPORTING REQUIREMENTS

DFFM shall monitor the performance of the grant activities to ensure that performance goals are being achieved. DFFM shall provide project accomplishments in quarterly reports to the City no later than 30 days after the end of each calendar quarter as necessary. Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- Output of the project that can be readily expressed in numbers, such as acres of forest treatment or other similar activities. A computation of cost per unit of output may be required where applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests will be submitted no more than once a month, or longer as appropriate.

All accomplishment and financial reports shall be submitted to the City contact as identified below in Section X (NOTICES).

Each party shall immediately notify the other party of developments that have a significant impact on the activities supported under this Agreement. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

VIII. PRINCIPAL CONTACTS.

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Arizona State Forestry Division Contact:

Keith Pajkos, Forestry Staff
3650 Lake Mary Road
Flagstaff, Arizona 86005
(928) 774-1425
kpajkos@forestryandfire.az.gov

Principal City of Flagstaff Contact:

Matt Millar
FWPP Operations Specialist
211 W. Aspen
Flagstaff AZ 86001
(928) 213-2509
mmillar@flagstaffaz.gov

X. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

City of Flagstaff **Stacey Brechler-Knaggs** **Grants & Contracts Manager** **City of Flagstaff** **211 W. Aspen** **Flagstaff AZ 86001** **sknaggs@flagstaffaz.gov**	**Arizona State Forestry** **Joy Hernbrode** **Deputy Director – Administrative Services** **Arizona Department of Forestry & Fire Management Department** **1110 West Washington, Suite 100** **Phoenix, AZ 85007** **jhernbrodel@dffm.az.gov**

XI. AWARD CLOSEOUT

DFFM shall close out the Agreement within 30 days after expiration or notice of termination. If this award is closed out without audit, the City reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XII. AUTHORITY

DFFM shall have the legal authority to enter into this agreement and the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project.

XIII. ATTACHMENTS

A. Attachment A - Practice, Cost, Process
B. FY17-18 Scope of Work

XIV. INDEMNIFICATION

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

XV. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

XVI. NO THIRD PARTY BENEFICIARIES

The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

XVII. AVAILABILITY OF FUNDS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds continuing to be appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XVIII. DISPUTE RESOLUTION

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

XIX. NON-DISCRIMINATION

The parties to this Agreement and any Contractor(s) shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

XX. RECORDS AND AUDIT

Under A.R.S. §35-214 and A.R.S. §35-215, the City shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of this Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the City shall produce a legible copy of any or all such records.

XXI. IMMIGRATION.

The parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," and A.R.S. § 41-4401, the provisions and successor statutes of which are hereby incorporated by reference.

XIX. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

STATE OF ARIZONA
Arizona State Forestry Division
1110 West Washington, Suite 100
Phoenix, Arizona 85007

_____
Signature
Jeff Whitney, Arizona State Forester

Date: _____

Approved as to Form:

Attorney General_____

CITY OF FLAGSTAFF
City of Flagstaff
211 W. Aspen
Flagstaff AZ 86001

_____
Signature
Coral Evans, Mayor

Date: _____

Attest:

City Clerk_____

Approved as to Form:

City Attorney

ATTACHMENT A

	FLAGSTAFF WATERHED PROTECTION PROJECT **AZ STATE TRUST LAND** **FWPP IGA 17-1** **FY17-21 OPERATION PLAN** **TREATMENT PRACTICE, COST, PROCESS** **FEBRUARY 2017**

In accordance with the IA 17-1between the City of Flagstaff (City), and the Arizona Department of Forestry and Fire Management (ADFFM), both parties agree to the planning for, and implementation of, the following forest treatments on State Land within the FWPP area ("Eastside" Parcels - Secs 20, 22, 28, and 30, T 21N, R 8E)

SUMMARY: By Treatment Practice

AREA	TOTAL AREA ACRES	TOTAL TEATMENT ACRES (Thin/Harvest & Pile Burn)
Eastside	2,560 acres	1,000 acres

ESTIMATED ACREAGE and SHALL NOT EXCEED TOTAL COST

Treatment Type	Acres	Cost/Acre	Total $
Hand Thinning and/or Mechanical Harvesting	1,000	$600	$600,000
Pile Burn	1,000	$40	$40,000
TOTAL			**$640,000**

Responsibilities:

1) AZ State Forestry shall:
   a) Coordinate archeological survey services as necessary;
   b) Review archeological survey results and coordinate submission to, and acceptance by, the State Historical Preservation Office;
   c) Ensure significant archeological sites are appropriately identified to avoid damage and provide instructions on other sites;
   d) Draft treatment specifications , review and revise, if necessary, and coordinate their field implementation, with the City;
   e) As needed, participate in any necessary field reviews with the City prior to, during, and following implementation;
   f) Locate all boundary lines;

g) Select Contractor(s) and oversee all aspects of the work they perform, to include approval and acceptance of any/all work performed;
h) Prepare any required broadcast burn plans: review with the City and revise as needed prior to implementation;
i) Coordinate use of, and if so required, provide oversight of, any needed/requested State resource during any phase of the operation;
j) Coordinate reimbursement invoices for any Contractor(s) or State resources, and submit them to the City for payment no more often than once/month; and
k) Provide an information exchange between the City and the State Land Department for any proposed and implemented treatments that occur on State Trust Land.

2) City of Flagstaff shall:
   a) As needed, participate in any necessary field reviews with the State prior to, during, and following implementation;
   b) Review all treatment specifications, provide comments to the State as appropriate, and work to ensure they are implemented accordingly;
   c) Assign City resources to specific activities, and coordinate with the State were appropriate;
   d) Secure, if required, any needed Air Quality Burn Permits prior to any burn operation;
   e) Conduct all public and neighborhood outreach;
   f) Coordinate any access, traffic. or road issues; and
   g) Review any reimbursement requests, and either process for payment or request additional documentation, within 30 days of receipt.

3) Both parties agree:
   a) Any publicity of this project shall note the Flagstaff Watershed Protection Project (FWPP) and the cooperative nature of the venture between the City and the State;
   b) To hold periodic reviews of progress focused upon status, issues, challenges, resolutions, and Lessons Learned;
   c) To jointly develop an Accomplishment Report related to these sites and activities, as needed, but no less than once each year, for the duration of this Work Plan; and
   d) To abide by conditions and standards of the *Forest Health & Watershed Protection Program* Agreement (June 2013) unless amended and agreed to by both parties.

FY17-18 SCOPE OF WORK

	FLAGSTAFF WATERHED PROTECTION PROJECT **AZ STATE TRUST LAND** **FWPP IGA 17-1** **FOREST TREATMENT ACTIVITIES** **FEBRUARY 2017**

SUMMARY: By Treatment Practice

SECTION(s)	THIN/HARVEST ACRES	PILE BURN
20	Up to 500	250

COST ESTIMATES:

Treatment Type	Acres	Cost/Acre	Cost
Thin and/or Harvest	Up to 500	$600	$300,000
Pile Burn	Up to 250	$40	$ 10.000
	TOTAL: *Not to Exceed*		**$310,000**

FUNDING:

Treatment Type	$
ADFFM	$155.000
City *(not to exceed)*	$155,000
TOTAL	**$310,000**

PROPOSED:

ADFFM _____ _____

Signature Date

APPROVED:

CITY _____ _____

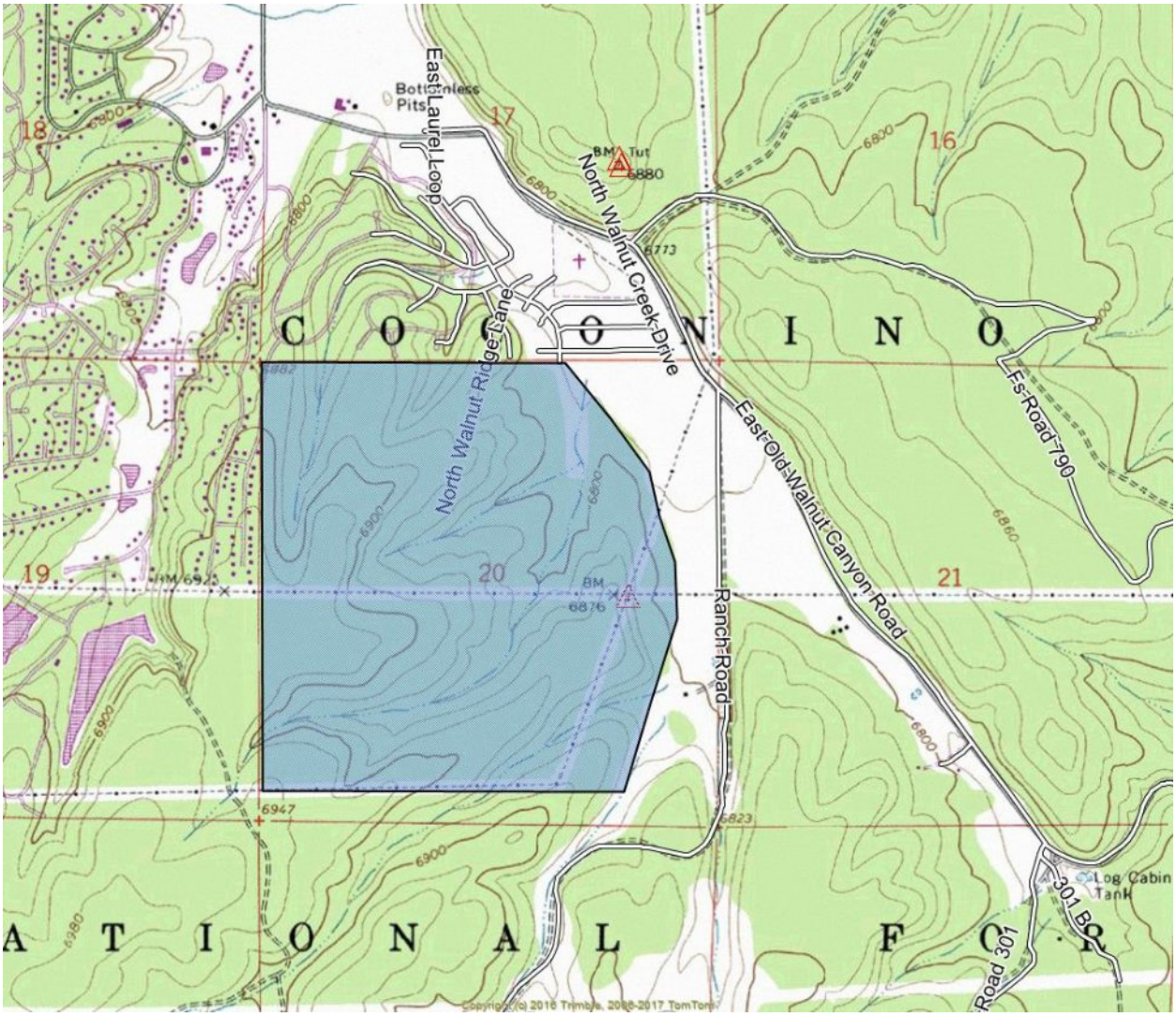
Signature Date

Project Map attached

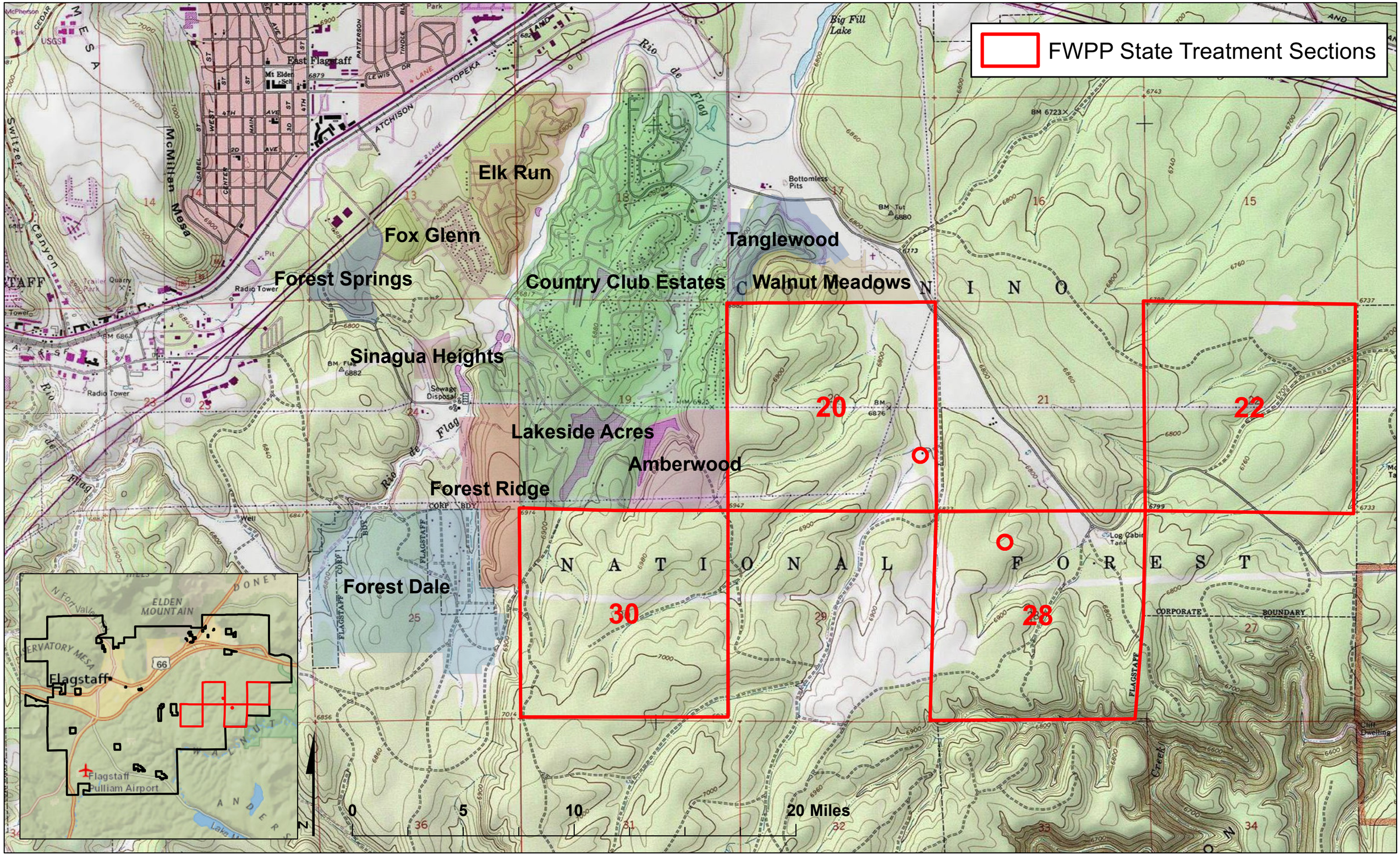
FWPP IGA N. 17-1 Section 20

FY17-18

Treatment area: Up to 500 acres



FWPP IGA 17-1 Proximity Map



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Gary Miller, Development Engineer
Co-Submitter:	Rick Barrett
Date:	03/01/2017
Meeting Date:	03/07/2017

TITLE:

Consideration and Approval of Contract: Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for the Fourth Street / I-40 Project Assessment for Bridge Widening and Replacement.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement (IGA) between the Arizona Department of Transportation (ADOT) and the City of Flagstaff in the amount of $60,000.

Executive Summary:

A project assessment is currently being completed by ADOT for the rehabilitation of the existing bridges at Fourth Street and I-40 to ensure they continue to meet the necessary life safety requirements into the future. In continued discussions with ADOT, City staff recognized this as an opportunity to evaluate the possibility of replacing and widening these bridges to serve the City's Regional Plan Goals as identified below. This assessment is the first step in ADOT's process for completing a project in their jurisdiction.

This is a summary of the IGA Scope of Work:

• A Project Assessment (PA) will be prepared in accordance with the ADOT's project Scoping Document Guidelines (See Exhibit A). This document provides specific information for future potential programming of funds for design and construction.
• The PA includes analysis for (1) a bridge deck widening and (2) a total structure replacement.
• Both alternatives will accommodate the proposed 4th Street cross-section as identified in the Fourth Street Corridor Study – South dated March 2010.
• Each alternative will be evaluated on its ability to accommodate the future widening of I-40 to six travel lanes.
• The analysis of both alternatives will include preparation of Stage I (15%) plans, as well as quantity and cost estimates.

Financial Impact:

The City of Flagstaff is responsible for the estimated $60,000 in costs incurred to provide a project assessment. These costs will be covered from a FY17 budgeted item within the Transportation Tax labeled Fourth Street Bridge / I40 Design. Current budget for design is $350,000, and the current budget for construction of Fourth St improvements is $2,275,000.

Policy Impact:

Connection to Council Goal, Regional Plan and/or TeamFlagstaff Strategic Plan:

COUNCIL GOALS:

3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
6) Provide a well-managed transportation system
7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

Goal T.1 - Improve mobility and access throughout the region.
Goal T.2 - Improve transportation safety and efficiency for all modes.
Goal T.4 - Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
Goal T.5 - Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
Goal T.6 - Provide for bicycling as a safe and efficient means of transportation and recreation.
Goal CD.1 Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including enhancement of existing infrastructure.

Has There Been Previous Council Decision on This:

The Council approved a capital improvements budget for FY16-17 that includes $350,000 for design of the Fourth Street Bridge and $2,275,000 for general improvements on Fourth Street.

Options and Alternatives:

1. Approve the proposed IGA with ADOT to begin the process of assessing the different alternatives for replacement and widening of the bridges in question. This option brings the possibility of ADOT financially participating in the replacement and widening of the bridges in lieu of proposed rehabilitation

2. Deny the proposed IGA with ADOT. ADOT will likely proceed with the proposed maintenance of the bridges by rehabilitating the bridge decks to satisfy life safety concerns. The City will likely incur expense to obtain a Project Assessment from ADOT at a later date.

Background/History:

The Fourth Street bridges over I-40 are ADOT structures.

Fourth Street is one of only three north-south arterials and one of only three locations with a grade-separated crossing of the BNSF railroad.

Fourth Street is identified as a minor arterial in the regional plan. The typical cross section for a minor arterial is four lanes.

The FMPO prepared a Fourth Street Traffic Interchange feasibility study in 2007 that found an interchange was not necessary but that widening and lengthening the bridge is needed.

The City's Fourth Street Corridor Study from March 2010 recommends widening and lengthening the bridges.

ADOT drafted an initial design concept report for Interstate 40 in 2011 that concluded the Fourth Street bridges need to be lengthened in order to widen I-40 to the recommended 6-lane section.

The City has applied for a US Department of Transportation TIGER grant for this project for the past three years. Having the project included in ADOT's 5-Year construction program is seen as critical to a successful application.

Community Benefits and Considerations:

Should this project assessment lead to construction, the benefits include congestion relief, safe pedestrian and bicycle passage across I-40, and a potential financial partnering with ADOT.

Attachments: ADOT IGA/JPA
IGA Exhibit A
Vicinity Map

ADOT CAR No.: IGA /JPA 16-0006251-I
AG Contract No.: P001 2016 005104
Project Location/Name: Butler Ave TI & 4th St Overpass
Type of Work: Project Assessment for Bridge Widening and Replacement
Federal-aid No.: 040-D(234)T
ADOT Project No.: H881501L
TIP/STIP No.: 19816
CFDA No.: 20.205
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State will administer a Project Assessment (PA), at the City's request, for the widening and replacement alternatives of the 4th Street Bridges, (the "Project Assessment" or "PA"). The PA consists of alternative evaluations including the timeline, cost estimate, and impact of the proposed future I-40 widening of two bridges at one location (Interstate 40 (I-40) and 4th Street underpass). The PA shall be prepared in accordance with ADOT's project Scoping Document and Guidelines for the 4th Street bridges over I-40, Exhibit A. The PA shall include analysis for two alternatives: bridge deck widening and total structural replacement. Both alternatives shall accommodate the proposed 4th Street cross-section as identified in the 4th Street Corridor Study-South dated March 2010. Both alternatives shall be evaluated on its ability to accommodate the future widening of I-40 which will consist of one additional lane in each direction. The analysis of both alternatives shall include preparation of Stage I (15%) plans, as

well as quantity and cost estimates. The PA shall include recommendations for the two 4th Street bridges. The City will pay to the State the estimated $60,000.00 for the Project costs and be responsible for all additional costs related to the Project.

4. The Parties acknowledge that the final Project costs may exceed the initial estimate, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final amount is less than the initial estimate, the difference between the final amount and the initial estimate will be refunded to the City.

5. The Parties will perform their responsibilities consistent with this Agreement, and any change or modification to the PA will only occur with the written consent of both Parties.

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

   a. Execute this Agreement and be the City's designated agent for the PA.

   b. After this Agreement is executed invoice the City for $60,000.00, the cost of the PA. Once PA costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

   c. Provide the services more fully described in the attached Scope of Work, Exhibit A and provide a draft version of the PA for the City's review.

   d. Address any comments made by the City in regards to the draft PA.

   e. After addressing any comments made by the City, provide the City with a final PA, at which time the Project will be deemed complete.

2. The City will:

   a. Designate the State as the City's authorized agent for the PA by the execution of this Agreement.

   b. Within 30 days of receipt of an invoice from the State, pay to the State the City's $60,000.00 for the PA costs. Be responsible for any difference between the estimated and actual PA costs.

   c. Provide the State with any information in its possession that is needed for completion of the PA.

   d. Review the draft PA and provide comments to the State as necessary.

e. Provide final approval of the PA to the State after all the City's comments have been addressed.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the PA and all related deposits and/or reimbursements are made. This Agreement may be cancelled after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete the PA.

2. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

3. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.

4. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive

Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

10. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

11. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

12. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

13. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
602.712.7124
602.712.3132 Fax

City of Flagstaff
Attn: Gary Miller
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2704
GMiller@flagstaffaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
Attn: Gary Sun
205 S. 17th Avenue, 614E
Phoenix, Arizona 85007
602.712.4711
GSun.Consultant@azdot.gov

City of Flagstaff
Attn: Gary Miller
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2704
GMiller@flagstaffaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
Attn: Gary Sun
205 S. 17th Avenue, Mail Drop 614E
Phoenix, Arizona 85007
GSun.Consultant@azdot.gov

City of Flagstaff
Attn: Brandi Suda
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2704

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF FLAGSTAFF

By _____
CORAL EVANS
Mayor

ATTEST:

By _____
ELIZABETH A. BURKE
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
STEVE BOSCHEN, P.E.
Division Director

IGA/JPA 16-0006251-**I**

ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2017.

_____

City Attorney

EXHIBIT A

Arizona Department of Transportation
Engineering Consultants Section

SUMMARY OF BASIS FOR COST PROPOSAL

Included herein is Burgess & Niple's (B&N)'s Scope of Work and Derivation of Cost / Labor Hour Estimates for preparing the Project Assessment Report (PA) for the project:

040 CN 198 H881501L
4TH STREET UNDERPASS
STRUCTURES 1182 AND 1183
BRIDGE WIDENING AND REPLACEMENT

100 GENERAL INFORMATION

110 LOCATION

PROJECT 040 CN 198 H881501L 4TH STREET UNDERPASS STRUCTURES 1182 AND 1183 is a sister project to a current ADOT project executed under Contract 2014-006.04, Modification 7 (herein referred to as CURRENT ASSESSMENT). PROJECT 040 CN 198 H881501L 4TH STREET UNDERPASS STRUCTURES 1182 AND 1183 is located along Interstate 40. Services are to be performed for the following two structures:

Name/Description	Structure Number	Milepost
4th St UP EB	1182	199.3
4th St UP WB	1183	199.3

The entire project is within Coconino County and the Northcentral District of ADOT.

120 DESCRIPTION

Services shall expand upon the work performed as part of CURRENT ASSESSMENT. Services shall include the scoping for the bridge deck widening or total structure replacement for the two 4th Street bridges listed above. The scoping effort will consist of preparing an Initial and Final PA Report. The PA will explore two alternatives as noted under Section 401. The Final PA will include the recommendation of an alternative for implementation in final design. The final design is not included in this task order scope of work.

170 SCHEDULE

171 PROJECT SCHEDULE:

The duration of the scoping phase tasks is estimated to be 180 days from receipt of Notice to Proceed (NTP). Anticipated major submittal milestones are outlined below based on the pending NTP date:

Notice-to-Proceed (anticipated)	October 3, 2016
DRAFT Initial PA (limited review)(*)	December 23, 2016
Initial PA	February 3, 2017
Review Comments Due (**)	March 3, 2017
Summary of Comments	March 17, 2017
Final PA	April 3, 2017

(*) Three (3) week review period after submittal

(**) Four (4) week review period after submittal

173 PROGRESS MEETINGS

No Kick-off Meeting or Field Review is included since a Kick-off Meeting and Field Review have already occurred as part of CURRENT ASSESSMENT.

Two (2) B&N staff will attend and facilitate one (1) technical coordination meeting with ADOT Bridge Group to take place prior to the Draft Initial PA submittal.

There is no comment resolution meeting anticipated or included in this contract.

400 DESIGN WORK PERFORMED BY CONSULTANT

401 MAJOR WORK ELEMENTS:

A) Perform bridge deck widening and total structure replacement alternatives analysis for the two 4th Street bridges listed in Section 110.

B) Prepare Stage I (15%) plans to be included as part of the PA including the recommended alternative for each bridge showing structure Maintenance of Traffic Phasing and Bridge Plans. It is anticipated that the plans will include a site plan depicting the general plan and elevation view, phasing typical sections, and conceptual maintenance of traffic schematic plans. Roadway plan sheets and a roadway typical sections depicting proposed approach work will also be included. It is anticipated that the total number of sheets will not exceed eight (8).

C) Prepare quantities and cost estimates for each alternative. The prepared cost estimate will be submitted as part of the Initial PA and updated for the Final PA submittal.

D) Develop sequences of construction phasing corresponding to each alternative.

E) Prepare Draft Initial PA (limited Bridge Group review) and Initial PA reports to evaluate bridge alternatives and select recommended alternative for design implementation for the two 4th Street bridges.

F) Prepare Summary of Comments based on ADOT and stakeholder review of the Initial PA.
G) Prepare Final PA report including recommendations for the two 4th Street bridges.

SCOPING DOCUMENT:

Draft Initial PA, Initial PA, and Final PA reports will be prepared following the ADOT Project Development Process Manual and Predesign Guidelines.

The PA will explore two (2) bridge alternatives for each of the two (2) 4th Street bridges based on the existing conditions and potential future conditions described below. The purpose of the PA is to evaluate these alternatives and recommend an implementation scope of work and estimate of probable cost to construct the recommended alternative.

For the 4th Street bridges, the PA will include the following two alternatives:

1. Bridge deck widening
2. Total structure replacement

It is anticipated that the future widening of I-40 will consist of the addition of one lane in each direction, with the new lane being on the inside of the existing lanes. The bridge deck widening alternative will be evaluated in its ability to accommodate the future widened I-40 configuration. The total structure replacement alternative will be laid out to accommodate the future widened I-40 configuration.

The number, configuration, and widths of lanes, median, bikeways, sidewalk, and FUTS trail is assumed to be as shown in the *Fourth Street Corridor Study – South* (FSCS) dated March 2010.

For the bridge deck widening alternative, it is assumed that most of the existing deck will be salvaged, rehabilitated as per the CURRENT ASSESSMENT recommended alternative, and widened as shown in the FSCS, and that maintenance of traffic will be as described in the FSCS. It is noted that the existing 4th Street bridge decks do not meet current ADOT standards for deck thickness. The existing decks are 7.5” thick, while current ADOT standards require 8.5” thickness based on the existing girder spacing and flange sizes. At the project outset, the minimum deck thickness of the widened portions of the bridge deck will be discussed and coordinated with ADOT.

For the total structure replacement alternative, it is assumed that maintenance of traffic will be as described in the FSCS.

For the bridge deck widening alternative, the capacity of the existing steel girders will be assessed based on the new loading conditions. Steel repairs will not be considered or evaluated for this alternative.

For the total structure replacement alternative, only concrete girders will be considered for the superstructure. Steel girders will not be considered.

Superstructure Transverse Sections and Abutment Typical Sections will not be included in the PA. For cost estimating, abutment and wingwall sections will be assumed to match existing sections.

Bridge deck drainage will be evaluated qualitatively in the PA.

Vertical clearances for the bridge deck widening alternative will be based on existing plan elevations for the 4th Street bridges and elevations from the *Initial Design Concept Report, I-40, Bellemont to Winona*, dated February 2011, for I-40.

The PA will follow the outline below, which is based on the ADOT Bridge Group template for preservation projects:

1. Introduction
2. Existing Roadway Geometry and Condition
3. Existing Bridge Geometry and Condition
4. Existing Bridge Hydraulics – not anticipated
5. Existing Utilities
6. Existing Right-of-Way
7. Proposed Roadway Geometry
8. Proposed Bridge Geometry
9. Design Specifications and Loadings
10. Bridge Foundation Investigation (review of existing geotechnical information)
11. Proposed Bridge Hydraulics – not anticipated
12. Utilities
13. Right-of-Way – not anticipated
14. Environmental
15. Aesthetics – not anticipated
16. Constructability
17. Construction Access and Staging Area
18. Traffic Control
19. Bridge Alternatives
20. Recommended Alternative
21. Appendices:
    - Itemized Estimate of Probable Cost including Painting and Joint Replacement. Paint can be full overcoat or spot or zone paint.
    - Stage I (15%) plans of the recommended alternative for each bridge.
    - Field Review notes and documentation
    - Summary of Comments (Final PA)

410 LOCATION SURVEYS

Survey is not included in this cost proposal.

415 MATERIALS DESIGN

416 Geotechnical Design

The PA will briefly discuss available existing geotechnical information.

420 ENVIRONMENTAL STUDIES

The PA will reference the environmental portion of CURRENT ASSESSMENT.

425 PUBLIC INFORMATION MEETINGS AND PUBLIC HEARINGS

No public information meetings are anticipated for this project.

430 UTILITIES AND RAILROADS

The PA will reference the utilities portion of CURRENT ASSESSMENT.

440 ROADWAY DESIGN

B&N will establish horizontal line work for the approach work on both sides of the structures. It is anticipated that the 4th Street roadway work will be extended to match the five-lane sections approximately 200' north of the structure over I- 40 WB and at the 4th Street intersection with Sparrow Avenue to the south. A conceptual typical section will be provided. B&N will generate plan view linework depicting the conceptual lane configuration and will utilize the linework to determine the necessary roadway materials and quantities needed for each alternative. Aerial mapping will be used as the existing basemap for roadway design work.

445 Roadway Drainage

The PA will explore proposed drainage patterns on the bridges and roadway approaches to each bridge to drain the area and roadway runoff from contributing to bridge degradation.

450 Landscape Architectural Practice and Design

It is anticipated that aesthetics will not be studied as part of the PA report.

455 BRIDGE DESIGN

B&N will perform alternatives analysis for the two 4th Street bridges as outlined in Section 401.

460 TRAFFIC ENGINEERING DESIGN

461 Traffic Engineering Study

The PA will discuss available existing traffic conditions and crash data.

462 Traffic Control Plans

The PA will briefly summarize the maintenance of traffic control during construction for each alternative as developed in the FSCS.

470 RIGHT-OF-WAY

It is anticipated that additional right-of-way will not be required for this project. The PA will reference the right-of-way portion of CURRENT ASSESSMENT.

480 Cost Estimates

The PA will include preliminary itemized estimates of probable cost to construct the scoped project for inclusion in the PA. A summary of alternative construction cost estimates will be included in the PA Appendix.

700 MATERIALS FURNISHED BY ADOT

Background / Data Collection:

It is anticipated that ADOT will provide the following project information for project development and inclusion to the PA:

- ADOT right-of-way
- Traffic volumes – current and future projections
- Traffic accident data and analysis
- Utilities (from ADOT utility permit log and as-built plans)
- Record drawings
- Structures Log
- Bridge Inspection Reports
- Previous and current studies, reports, and plans for other project in the vicinity
- Microstation files (baseline control, right-of-way, and other related ADOT projects)
- Historic geotechnical records

B&N will contact appropriate ADOT staff to request information listed above. Data collection and project background will be based on available information.

1000 CONTRACT ADMINISTRATION

Project Administration:

Project administration will include the following tasks:

- Miscellaneous project coordination including one (1) technical meetings
- Quality Assurance/Quality Control
- Preparation and distribution of Summary of Comments and meeting notes

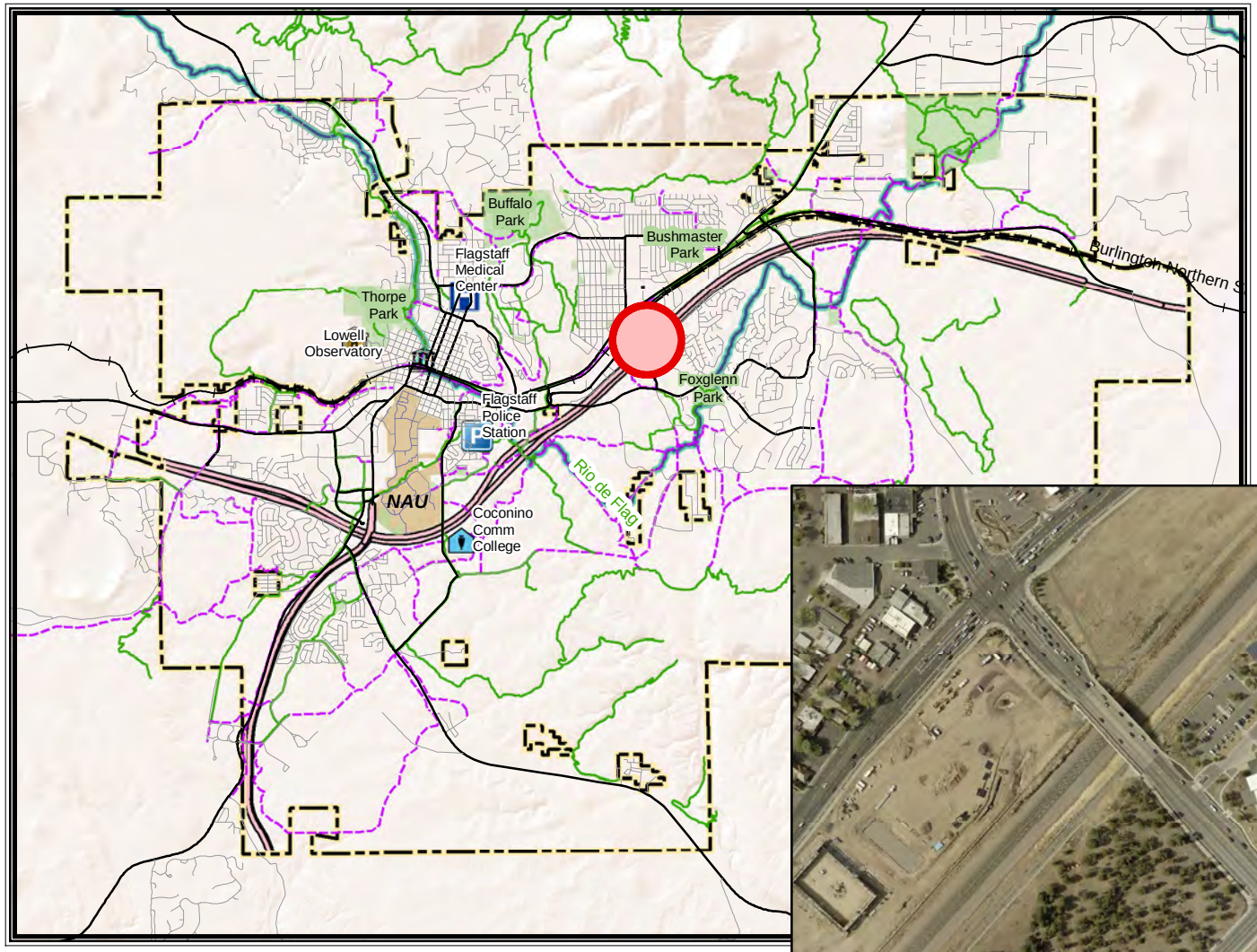
Project Deliverables:

- Meeting notes
- Draft Initial PA (limited Bridge Group review), Initial PA and Final PA
- Summary of Comments and responses from Initial PA
- Project File

City of Flagstaff

Fourth St Overpass

Feb 16, 2017



NORTH

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Co-Submitter:	Sterling Solomon
Date:	03/01/2017
Meeting Date:	03/07/2017

TITLE:

Consideration and Possible Adoption of Proposed Ordinance No. 2017-08: Amending Title 15, Labor; Chapter 15-01, Minimum Wage, of the Flagstaff City Code.

RECOMMENDED ACTION:

Should Council wish to move forward with adopting this proposed ordinance:

At the March 7, 2017, Council Meeting
1) Read Ordinance No. 2017-08 by title only for the first time (requiring a 3/4 vote of Council)
2) City Clerk reads Ordinance No. 2017-08 by title only
At the March 21, 2017, Council Meeting
3) Read Ordinance No. 2017-08 by title only for the final time (requiring a 3/4 vote of Council)
4) City Clerk reads Ordinance No. 2017-08 by title only
5) Adopt Ordinance No. 2017-08 (requiring a 3/4 vote of Council)

Executive Summary:

Proposition 414 was approved by the Flagstaff voters on November 8, 2016, was proclaimed law by the Mayor on November 28, 2016, and codified as Title 15 of the Flagstaff City Code. Under the Flagstaff City Charter and Arizona law, a city ordinance that was enacted by initiative may only be amended if the amendment furthers the purposes of the initiative and is approved by a three-fourths vote of City Council. A three-fourths vote of the City Council is six out of seven members (6/7).

Proposition 414 provides a livable minimum wage for Flagstaff worker, accounts for the higher cost of living in Flagstaff by establishing a minimum wage in Flagstaff that is greater than the state minimum wage and achieves a $15 per hour minimum wage in Flagstaff by 2021 through a gradual, phased implementation.

Proposition 206, a state-wide initiative, was approved by the Arizona voters on November 8, 2016 resulting in a state minimum wage of $10.00 an hour, which became effective on January 1, 2017. The compounding effects of Proposition 206 at the state level and Proposition 414 at the local level—which would result in a drastic increase in the minimum wage over a short period of only six months— were not described or analyzed for Flagstaff voters in the Information Pamphlet. Adjusting the incremental rate at which the minimum wage is escalated would further the purposes of Proposition 414 by providing for a gradual increase in the minimum wage to $15.00 an hour by 2021.

Financial Impact:

Adoption of Ordinance 2017-08 would delay the eventual increase in pay under Title 15 for city employees who currently make less than $12 an hour.

Policy Impact:

Connection to Council Goal, Regional Plan and/or TeamFlagstaff Strategic Plan:

1) Invest in our employees and implement retention and attraction strategies.
9) Improve the economic quality of life for Flagstaff through economic diversification, and by fostering jobs and programs that grow wages and revenues.
10) Support and assist the most vulnerable.

Has There Been Previous Council Decision on This:

On February 14, 2017, the City Council directed staff to draft an Ordinance for Council Consideration to amend to Title 15 by moving the $2.00 increase in minimum wage from July 1, 2017, to January 1, 2021.

Attachments: Proposed Ord. 2017-08

ORDINANCE NO. 2017-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 15, *LABOR,* CHAPTER 15-01, *MINIMUM WAGE,* SECTION 15-01-001-0003, *MINIMUM WAGE*, AMENDING THE TIMELINE FOR INCREASES IN THE MINIMUM WAGE IN FURTHERANCE OF THE PURPOSES OF TITLE 15, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Article X, Section 1 of the Flagstaff City Charter incorporates the Arizona Constitution and the general laws of Arizona on initiatives; and

WHEREAS, Pursuant to Article 4 of the Arizona Constitution, and other general laws of the state of Arizona in the Arizona Revised Statutes, Proposition 414, The Minimum Wage Act, was an initiative properly circulated, verified and placed on the ballot for the November 8, 2016 election; and

WHEREAS, Proposition 414 was approved by the Flagstaff voters on November 8, 2016; and

WHEREAS, Proposition 414 was proclaimed law by the Mayor on November 28, 2016 and became Title 15 of the Flagstaff City Code; and

WHEREAS, Pursuant to Article 4, Section 1, Part 1(14) of the Arizona Constitution, an amendment that furthers the purposes of an initiative and is approved by a three-fourths of the City Council is permitted by law; and

WHEREAS, the "Information Pamphlet for the City of Flagstaff, Arizona General/Special Election November 8, 2016" (hereinafter referred to as "Information Pamphlet"), which was properly distributed to Flagstaff voters prior to the November 8, 2016 election, and the proposed ordinance that was submitted to the voters for consideration establish that the purposes of Proposition 414 were as follows:

1. to provide a livable minimum wage for Flagstaff workers;
2. to account for the higher cost of living in Flagstaff by establishing a minimum wage in Flagstaff that is greater than the state minimum wage; and
3. to achieve a $15 per hour minimum wage in Flagstaff by 2021 through a gradual, phased implementation.

WHEREAS, Proposition 206, a state initiative, was approved by the Arizona voters on November 8, 2016 resulting in an increase to the state minimum wage to $10.00 an hour, which became effective on January 1, 2017; and

WHEREAS, the negative compounding effects of State Proposition 206 and City Proposition 414 were not anticipated, nor were they described or analyzed for Flagstaff voters in the Information Pamphlet; and

WHEREAS, the negative compounding effects of State Proposition 206 and City Proposition 414 result in the drastic increase in the Flagstaff minimum wage from $8.05 an hour to $12.00 an hour (almost a 50% increase) over the short period of only six months; and

WHEREAS, it is the intent of the City Council to amend the timeline in Proposition 414 to further its purposes by adjusting the incremental rate at which the minimum wage is escalated in order to provide for a gradual increase in the minimum wage to $15.00 an hour by 2021, as contemplated by Flagstaff voters.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Code, Title 15, Labor, Chapter 15-01, Minimum Wage, Section 15-01-001-0003, Minimum Wage are hereby amended as set forth below (deletions shown as stricken, and additions shown as italicized and bolded text):

15-01-001-0003 Minimum Wage

A. Employers shall pay employees no less than the minimum wage, which shall be not less than:

1. $10***.50*** an hour ~~or $2 above the state minimum wage as provided for under Section 23-363, Arizona Revised Statutes, whichever is greater,~~ on and after July 1, 2017;

2. $11 an hour ~~or $2 above the state minimum wage as provided for under Section 23-363, Arizona Revised Statutes, whichever is greater,~~ on and after January 1, 2018;

3. $12 an hour ~~or $2 above the state minimum wage as provided for under Section 23-363, Arizona Revised Statutes, whichever is greater,~~ on and after January 1, 2019;

4. $13 an hour ~~or $2 above the state minimum wage as provided for under Section 23-363, Arizona Revised Statutes, whichever is greater,~~ on and after January 1, 2020;

5. $15 an hour or $2 above the state minimum wage as provided for under Section 23-363, Arizona Revised Statutes, whichever is greater, on and after January 1, 2021.

SECTION 2. Repeal of Conflicting Ordinances.

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

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of March, 2017.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

18. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	03/01/2017
Meeting Date:	03/07/2017

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Barotz to place on a future agenda discussion of the possible renaming of the Commission on Disability Awareness.

RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Barotz has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there is another member of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	03/01/2017
Meeting Date:	03/07/2017

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Evans to place on a future agenda discussion of the creation of local municipal identification cards.

RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Evans has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there is another member of Council interested in placing it on a future agenda.

INFORMATION:

Attachments: