

NOTICE AND AGENDA

**COMBINED SPECIAL COUNCIL MEETING/
SPECIAL WORK SESSION
MONDAY - AUGUST 21, 2017**

**COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.**

SPECIAL COUNCIL 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 combined Special Meeting/Special Work Session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. 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. 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.

5. **Public Hearing and Consideration of Liquor License Application:** Collin Heath, "Heath's Custom Wine", 3381 N. Estates St., Series 04 (wholesaler), 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.

6. **Consideration and Approval of Contract:** Reinstatement of, and First Amendment to, P3 Pre-development Agreement between the City of Flagstaff, Arizona Department of Transportation and Vintage Partners, LLC. (Initial Agreement for the extension of Beulah Blvd., realignment of University Ave., and relocation of ADOT facilities).

RECOMMENDED ACTION:

Staff recommends City Council authorize the City Manager to sign the Reinstatement of, and First Amendment to the P3 Pre-development Agreement.

7. **Statement:** By Mayor and City Council denouncing the recent events in Charlottesville, Virginia by white supremacists and nationalists.

RECOMMENDED ACTION:

Staff recommends that City Council review and approve the attached statement that denounces the violence that occurred in Charlottesville, Virginia by the white supremacists and nationalists and advocates for diversity and inclusivity among all individuals.

8. **Adjournment**

SPECIAL WORK SESSION

1. **Call to Order**
2. **Water Resources Planning Update.**
3. **Changing the Name of Utilities Division to Water Services Division**
4. **Climate Action Planning Update**
5. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**
6. **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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Erin Young, Water Resources Manager
Date: 08/15/2017
Meeting Date: 08/21/2017



TITLE:

Water Resources Planning Update.

DESIRED OUTCOME:

Staff is providing City Council with an update on water resources planning for comment and discussion. A portion of this presentation was provided to the Water Commission on February 16, 2017.

EXECUTIVE SUMMARY:

One task of the Water Services Division is to plan for and provide water supplies and infrastructure to meet the needs of the community on various time scales ranging from near-term to build-out. The Utilities Integrated Master Plan (UIMP) Water Resources Chapter (2011) was an organized effort by staff to ferret unmet water supply needs of the community with various water supply options. Today we find ourselves in a great situation avoiding any rush in to any big decisions, which provides for an excellent opportunity for thoughtful planning. Water Resource planning goals include updating planning scenarios and options, developing objectives of a "One Water" approach, integrating the community into planning, and utilizing a decision model that considers all of the elements of water supply that are important to the Council and community. Completing the various elements in this presentation will result in a strategic plan with options for City Council and the community to consider by 2020.

INFORMATION:

One job of the Water Services Division is to plan for and provide water supplies and infrastructure to meet the needs of the community on various time scales ranging from near-term to build-out. The City has made significant progress in water resource planning, most notable recently may be the adoption of the state's water adequacy management criteria as a sound water management strategy. Water Adequacy rules require a link be made between current water demand, future near-term water demand associated with undeveloped lands within the city's service area, and future long-term water supply availability (i.e. the "wet" water available and associated water rights) as well as demonstrating the financial capability to develop water supplies. Administered through the Arizona Department of Water Resources, the "wet" water supply, or physical water supply, must be proven as a sustainable water source for at least 100 years. Sustainability is considered through ensuring that aquifer levels are maintained at healthy volumes. The City received its Designation of Adequate Water Supply in 2013.

The Utilities Integrated Master Plan (UIMP) Water Resources Chapter (2011) was an organized effort by staff to ferret unmet water supply needs of the community with various water supply options. Future

water demands were calculated both by assuming a water demand per-person for the expected future population but also by assuming a worst-case water demand for each land use category in the voter-approved Regional Plan. A high-level cost comparison of various water supply options was performed, which considered the cost per volume of water saved or acquired, as well as the volume of water saved or available for each. These options were presented in tables that provide the projected water supply deficit along with the volumes of water and costs to save (as through conservation), recycle (as with expanded reuse), or obtain (as with Red Gap Ranch) resources.

In order to demonstrate an adequate water supply to the Department of Water Resources the City demonstrated a mix of adequate supplies, including surface water, sustainable groundwater, and continued reclaimed water use. This analysis resulted in today's supplies supporting a population of about 106,000. The analysis also was conservative in that it assumed the per capita water use in 2011 as the constant per-capita water use in the projections (no further conservation.) At that point the City's Red Gap Ranch property was submitted as the only option that could single handedly provide a substantial volume of groundwater (12,000 acre-feet) available to meeting projected growth at build out.

The mix of water supplies approved under the City's Designation of Adequate Water Supply is not necessarily a final water supply development path for the City but it is insurance. Red Gap Ranch was purchased in 2005 after a drought depleted Upper Lake Mary to historic lows. At the time the City was not prepared to meeting demand without surface water. The City tried for the first time in 2002 to enforce its water conservation ordinance. Customers were not trained in conservation and change and enforcement were difficult.

Today we find ourselves in a great situation and we are not having to rush into any big decisions, which provides for an excellent opportunity for thoughtful planning. The community is increasingly taking water conservation actions and per capita water use continues to drop. The Water Conservation program was expanded by City Council to focus on water efficiency in the non-residential sector. City Council passed 5 new water wells in the City's 10-year Capital Improvement Program, so we can be proactive in providing infrastructure system redundancy. State law is expanding reclaimed water use options by developing advanced water treatment rules. Staff is currently working with consultants on acquiring important cost elements of these and other water supply options such that they can be fairly compared.

Water Resource planning goals and elements of this presentation will result in a strategic plan with options for City Council and the community to consider by 2020. Elements of this presentation were provided to the Water Commission on February 16, 2017 for comment, discussion, and recommendations. The goals of the Water Resources Section are to 1) further the work completed in the 2011 Water Resources chapter of the UIMP by contracting with consultants for more detailed cost estimates of the various water supply options, 2) incorporate objectives of a "One Water" approach, 3) develop a public involvement plan, and 4) create a decision model.

Master planning is an iterative process and the Council-adopted Water Policies calls for the Water Resources chapter to be updated every five years such that subsequent UIMP chapters are continually based on refreshed information. The 2011 chapter pointed at numerous water supply options evaluated at a high-level cost benefit comparing the volume of water to the cost per one acre-foot of water (325,851 gallons), over a 10-year period. Staff are expanding this work to meet the goals presented above, to include the following:

Updating the Water Resources chapter with:

- options for a sustainable water budget that considers new regulations or city or community values and objectives
- a revised water demand analysis based on the voter-approved Regional Plan 2030 land uses
- growth and water supply tracking as per the city's Designation of Adequate Water Supply

- groundwater modeling supply sustainability scenarios, considering climate change and environmental impacts
- watershed and water supply monitoring and management
- updated supply cost-benefit alternatives that compare water management options economically (capital costs, operation and maintenance costs, avoided costs, life-cycle costs) and financially (the mechanisms to fund projects), expanding to include new alternatives that coordinate with proposed state law regulations around direct and indirect potable reuse

Incorporating objectives of a "One Water" approach that:

- integrate management of resources and city-wide policies
- balance environmental, economic, and societal goals
- improve health of local watersheds
- improve water supply reliability
- implement, monitor and maintain a reliable wastewater system
- increase climate resilience
- increase community awareness and advocacy for sustainable water

Developing a public involvement plan that would:

- continue to share results and seek input from the Water Commission
- encourage the public to attend presentations given to the Water Commission
- utilize the Community Water Forum, as an example, as a public outreach opportunity to share elements of water resource planning through community discussions
- request review of the updated Water Resources Master Plan from stakeholder groups

Developing a decision model that may consider factors such as:

- Environmental criteria including effects on groundwater levels and spring flows dependent on the c-aquifer, water, energy, and material consumption, greenhouse gas emissions arising from water. wastewater. stormwater. infrastructure, sludge processing, infrastructure materials, recycling of materials, water quality health of effluent dependent wetlands
- Economic criteria including life cycle costs (capital, operation & maintenance, and disposal costs), financial risk exposure, economic return to the city per gallon of water
- Social criteria including health and hygiene, user affordability, ability to meet environmental regulations, acceptance of water restrictions, public awareness, public acceptance
- Risk-based criteria and resilience towards natural changes, supply reliability
- Functional criteria such as yield, number of uses appropriate for the supply, performance, potential for growth, proximity to existing infrastructure, regional compatibility

Attachments: [WRMP Presentation](#)



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Water Resources Planning Update

Erin Young, Water Resources Manager,
Water Services Division

City Council Work Session
August 21, 2017





1. Integrated Master Planning Approach
2. Planning History & Guiding Documents
3. Water Resources & “One Water” Planning
4. Action Plan (Council-funded studies)



Talking Points



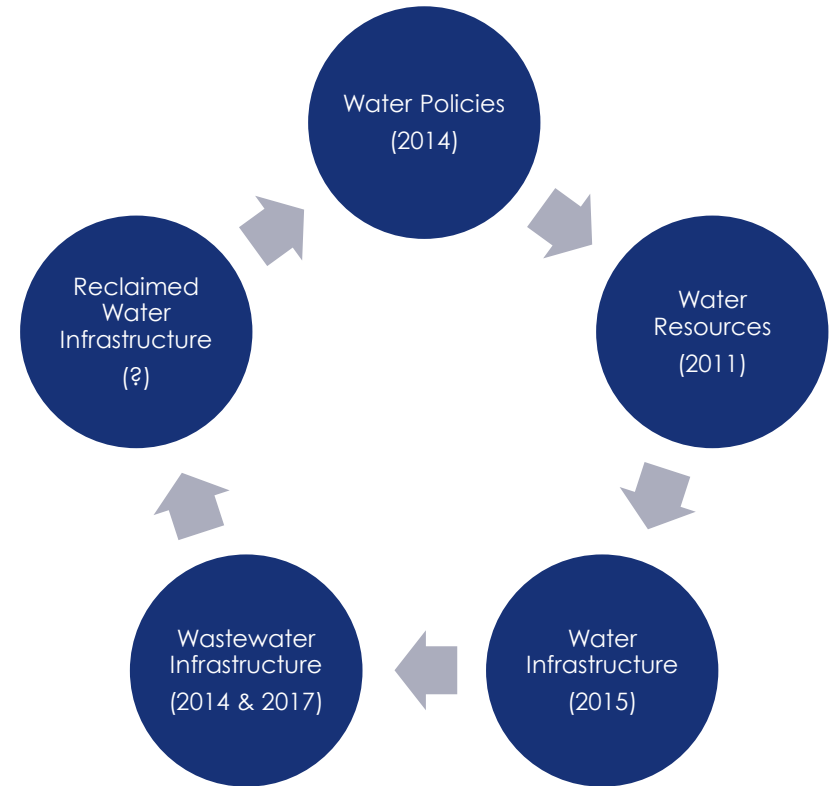


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Utilities Integrated Master Plan

- Guide future water resources & infrastructure management direction
- Supports Goals in Regional Plan
- Integrates Council & Internal Program Goals



Utilities Integrated Master Plan Approach



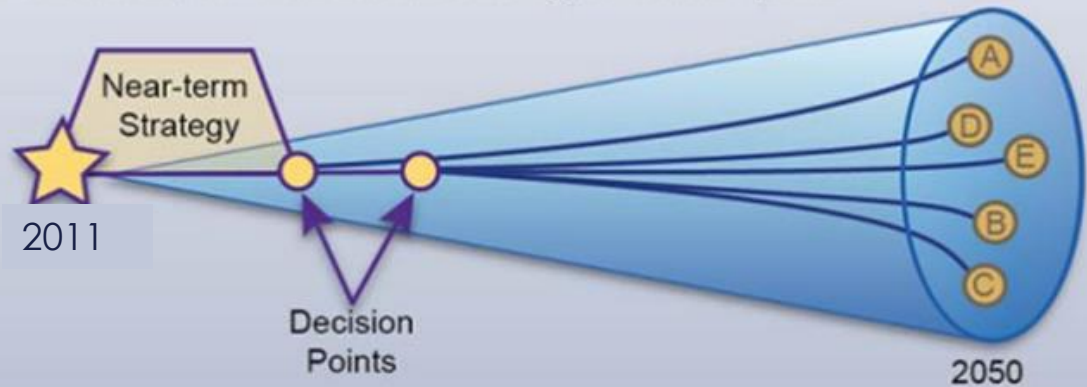


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Water Resource Planning Approach: Find a robust solution(s) to address the broadest range of potential futures

- Identify a set of scenarios to represent a plausible range of future conditions
- Seek a common near-term strategy that works across the scenarios
- Re-evaluate the scenarios and strategy at decision points



Scenario Planning





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- 1999 – Coconino Plateau Water Advisory Council Water Demand Study
- 2005 – Council Authorizes Purchase of Red Gap Ranch
- 2006 – Western Navajo Pipeline & Red Gap Ranch Appraisal Level Studies
- 2008 – City Red Gap Ranch Pipeline Alignment Feasibility Study
- 2011 – City Water Resources Master Plan
- 2012 – City of Flagstaff Resiliency & Preparedness Study
- 2013 – City Designation of Adequate Water Supply**
- 2014 – Voter-Approved Regional Plan 2030; City Master Plan Water Policies
- 2015 – City Water System Master Plan; RGR-Leupp Groundwater Flow Model
- 2016 – City Rate & Capacity Fee Study; Climate Change Scenarios

Planning History & Guiding Documents





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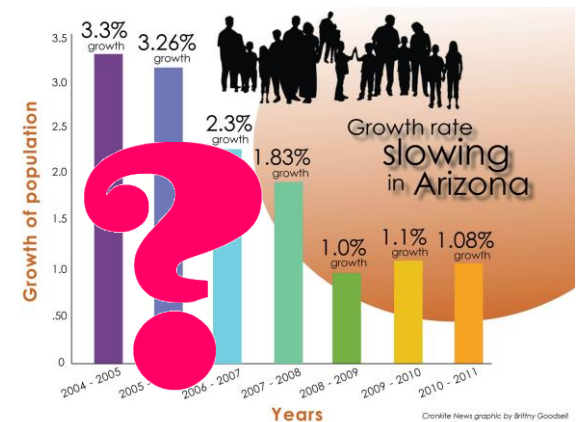


Regional Water Planning Studies (1999, 2002)

City's first Water Resources Master Plan (2011)

- Population Projection Method (2011)
- Regional Plan Land Use Method (2011)
- Regional Plan Land Use Method (2014)

= new demands from 7,700 AF/YR to 16,500 AF/YR



Future Demand Needs

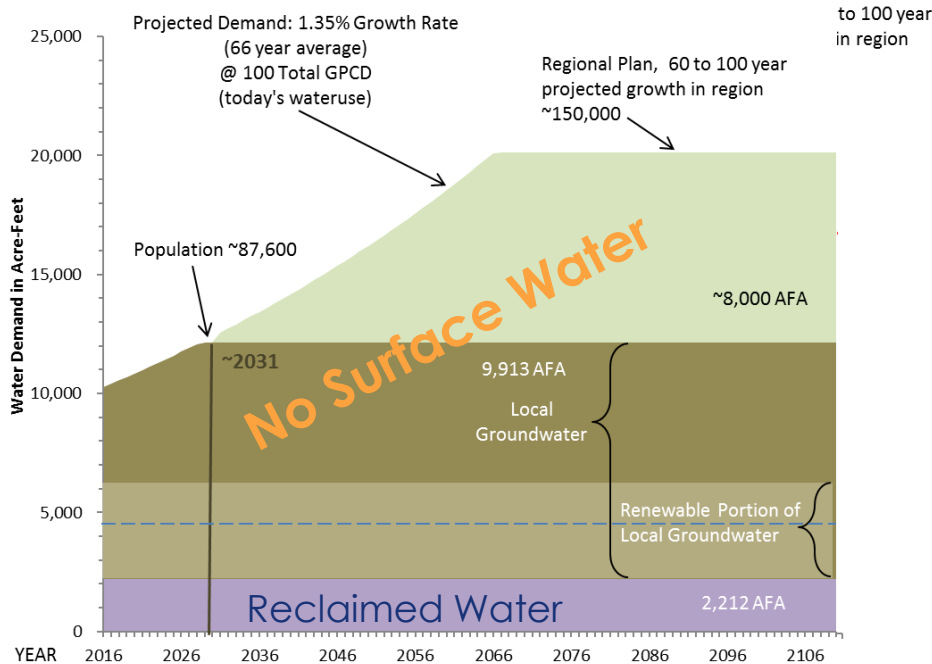




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Conceptual additional decrease in Water Use
by 10% due to Water Conservation postpones
new water supply by ~10 years



Our Designation is...

- about water **supply and security** for today's community and future residents
- a demonstration to the state & our community that **we are committed to the future**
- focused on **sustainable yield**

however, it is not...

- a decision model or use optimization tool

Designation of Adequate Water Supply (2013)





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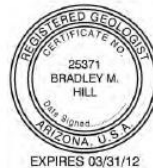


UTILITIES INTEGRATED MASTER PLAN

Water Resources Center
Water History, Demand, Existing Supplies
and Future Water Needs and Recommended Options



April 8, 2011
City of Flagstaff - Utilities Division



What's Next?





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Triple Bottom Line

- **Economics** - life cycle costs
- **Environmental aspects** – energy consumption, the “carbon footprint”, water quality, and environmental protection
- **Societal views** – public perception

*With added challenge of integrating local values & community goals into planning

Challenges for Optimization of Water Use





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Goals of the Water Resources Section are to:

- 1) Complete a Water Resources Master Plan
- 2) Incorporate objectives of a "One Water" approach
- 3) Develop a public involvement plan
- 4) Utilize a decision model

Section Goals



ONE WATER



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What is One Water?

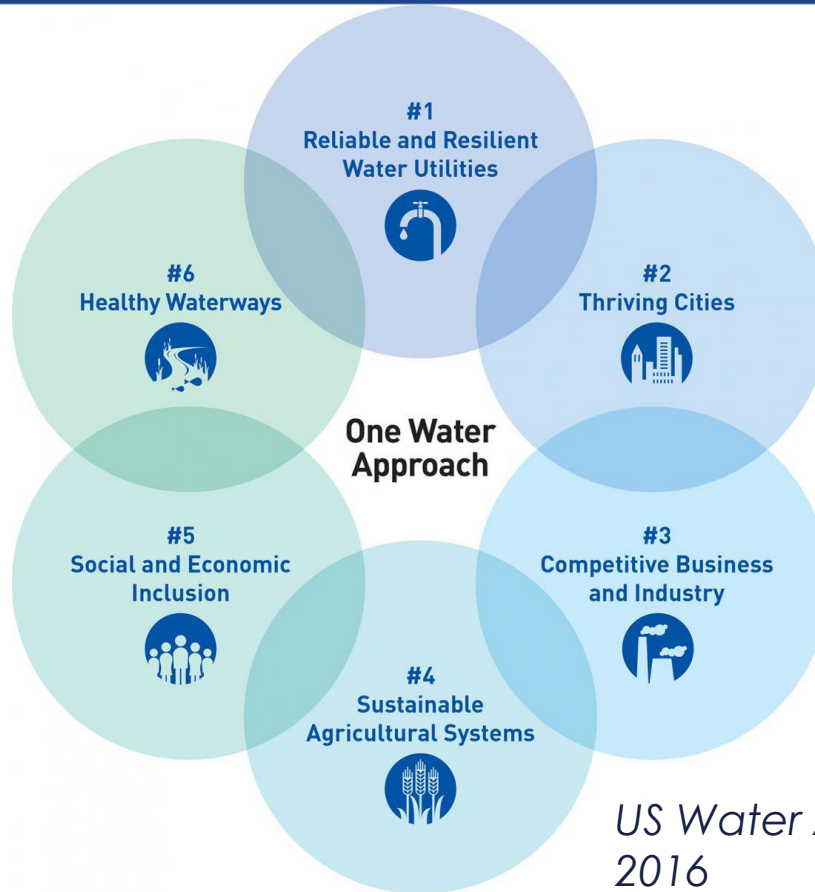
- All water has value and should be managed in a sustainable, inclusive, integrated way – a perspective called **One Water**
- An approach to water planning that aims to:
 - “integrate planning and management of **water supply**, **wastewater**, and **stormwater** systems in a way that **minimizes** the impact on the environment and **maximizes** the contribution to social and economic vitality” (WERF et al. 2015a).
- Promotes coordination and optimization of water, land, energy, and waste processes

One Water Concepts





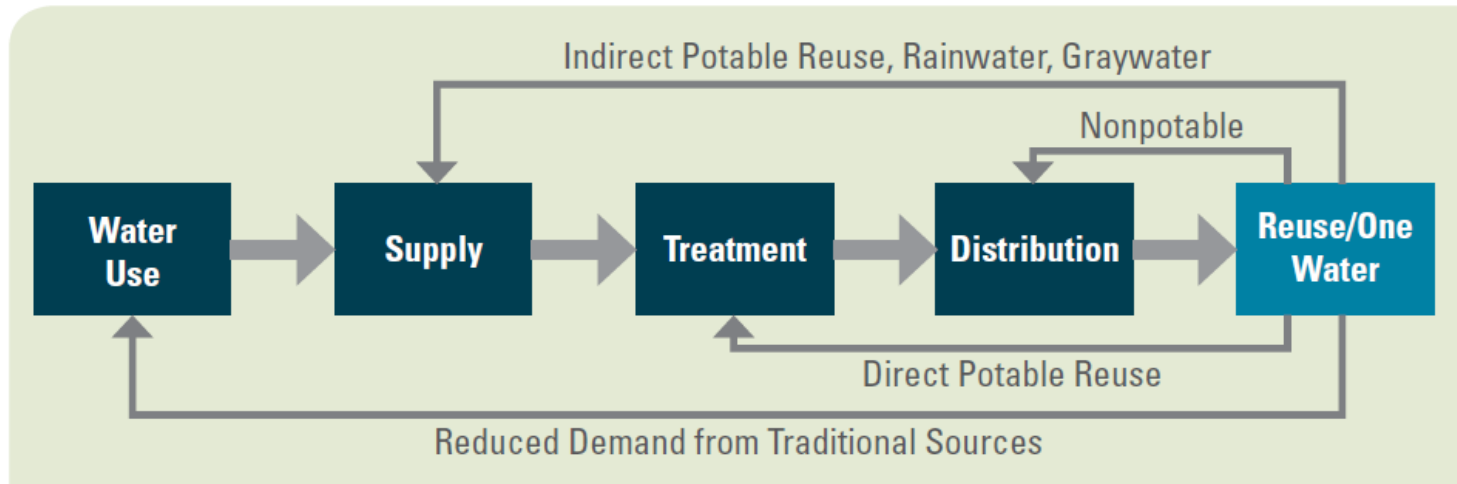
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US Water Alliance, One Water Roadmap, 2016

Arenas for Action





A. daSilva 2017, Stantec

Water reuse impacts other planning arenas



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Objectives of a “One Water” approach (ex. from Los Angeles)

- 1) Integrate management of resources and city-wide policies
- 2) Balance environmental, economic, and societal goals
- 3) Improve health of local watersheds
- 4) Improve water supply reliability
- 5) Implement, monitor and maintain a reliable wastewater system
- 6) Increase climate resilience
- 7) Increase community awareness and advocacy for sustainable water



ALL WATER IS ONE WATER



Ex: Los Angeles





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Water Resource Planning

Step 1. Project Alternatives

Stormwater

Water
Conservation

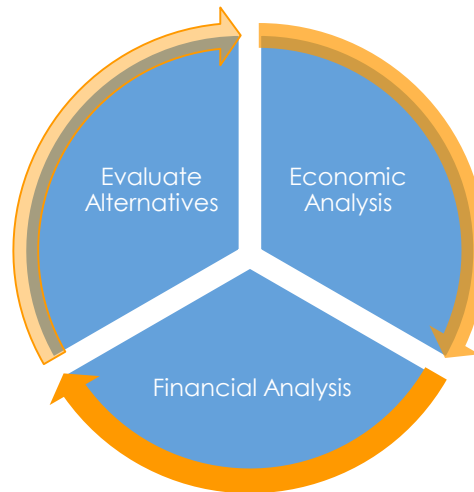
Reuse

Local
Groundwater

Red Gap
Ranch

Surface
Water

Step 2. Studies & Analysis = Updated Water Resources Master Plan



Step 3. Community Input & Decision



2016

2017-2018

2019-2020



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Water Resource Planning

Step 1. Project Alternatives

Stormwater

Water
Conservation

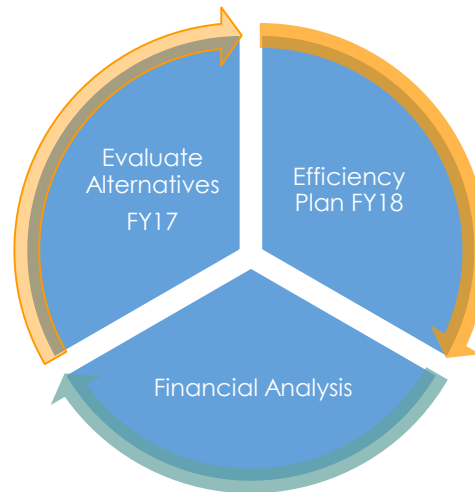
Reuse

Local
Groundwater

Red Gap
Ranch

Surface
Water

Step 2. Studies & Analysis



- Evaluate Alternatives
- Program Water Efficiency Plan FY18

2016

2017-2018

2019-2020



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Water Resource Planning

Step 1. Project Alternatives

Stormwater

Water
Conservation

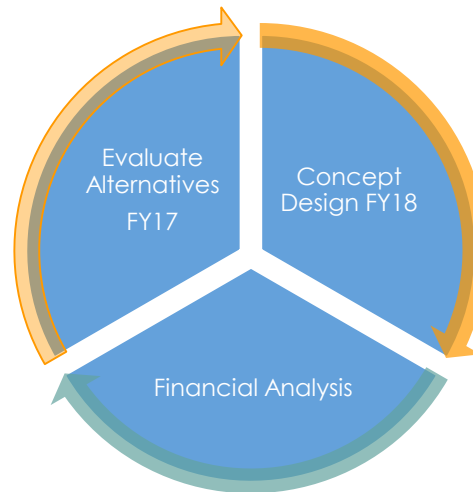
Reuse

Local
Groundwater

Red Gap
Ranch

Surface
Water

Step 2. Studies & Analysis



- State Law Change for Direct Potable Reuse
- Carollo Study to Evaluate Alternatives
- Concept Design: Analysis of IPR & DPR Alternatives FY18

2016

2017-2018

2019-2020



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Water Resource Planning

Step 1. Project Alternatives

Stormwater

Water
Conservation

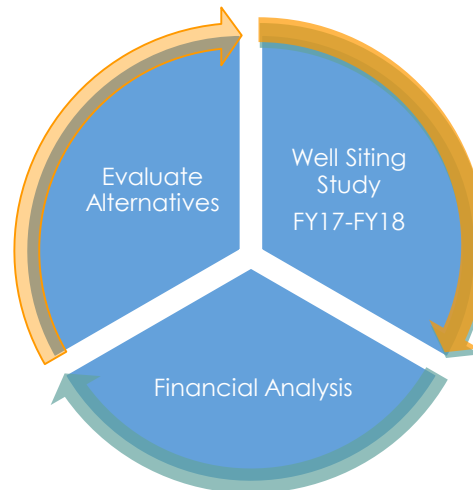
Reuse

Local
Groundwater

Red Gap
Ranch

Surface
Water

Step 2. Studies & Analysis



- Groundwater Model
 - 100-year Climate Change Evaluation 2017
- Well Siting Study 2017
- Well Drilling in Capital Improvements Program FY18-FY22

2016

2017-2018

2019-2020



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Water Resource Planning

Step 1. Project Alternatives

Stormwater

Water
Conservation

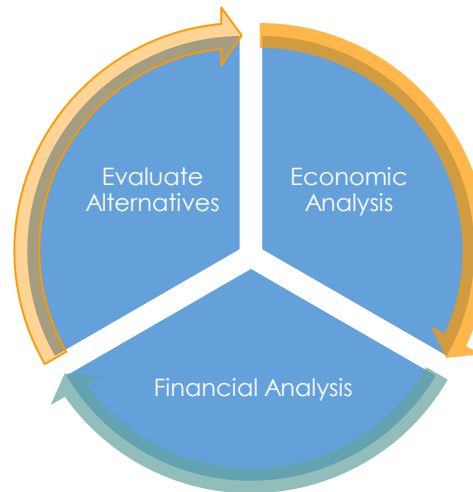
Reuse

Local
Groundwater

Red Gap
Ranch

Surface
Water

Step 2. Studies & Analysis



- JACOBS Feasibility/Concept Design Complete 2018
- National Environmental Policy Act (NEPA) Environmental Study FY19*

* Subject to council budget approval

2016

2017-2018

2019-2020



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Water Resource Planning

Step 1. Project Alternatives

Stormwater

Water
Conservation

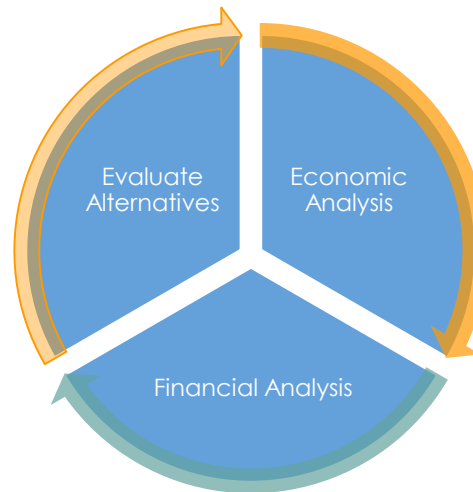
Reuse

Local
Groundwater

Red Gap
Ranch

Surface
Water

Step 2. Studies & Analysis



- Upper Lake Mary Watershed Monitoring Project
- Lower Colorado River Basin Navajo-Hopi Water Rights Settlement
 - Infrastructure/Pipeline to Gray Mountain
 - **Note: No City dollars invested at this time**
- NAMWUA Evaluation of NIA CAP Water Rights

2016

2017-2018

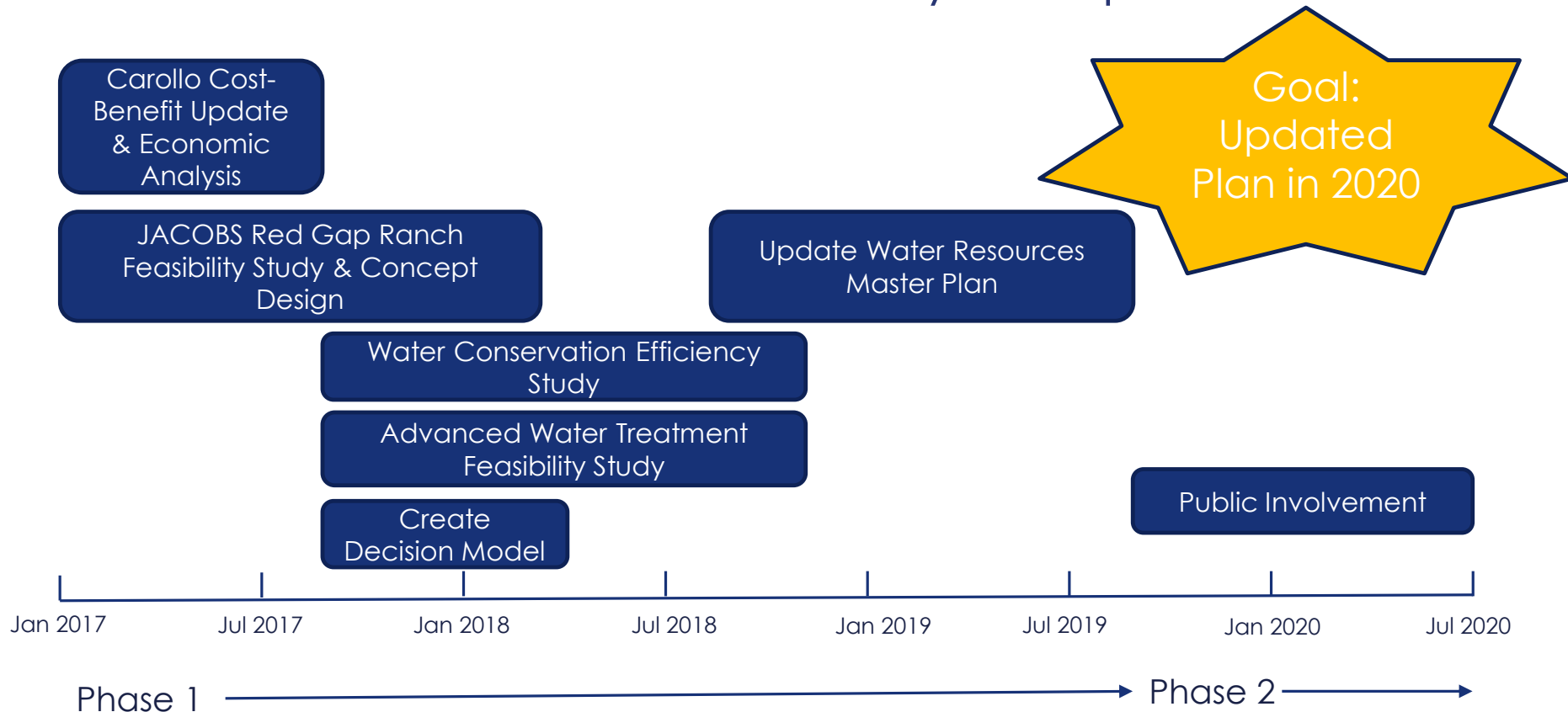
2019-2020



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Water Resources Master Plan Study Components

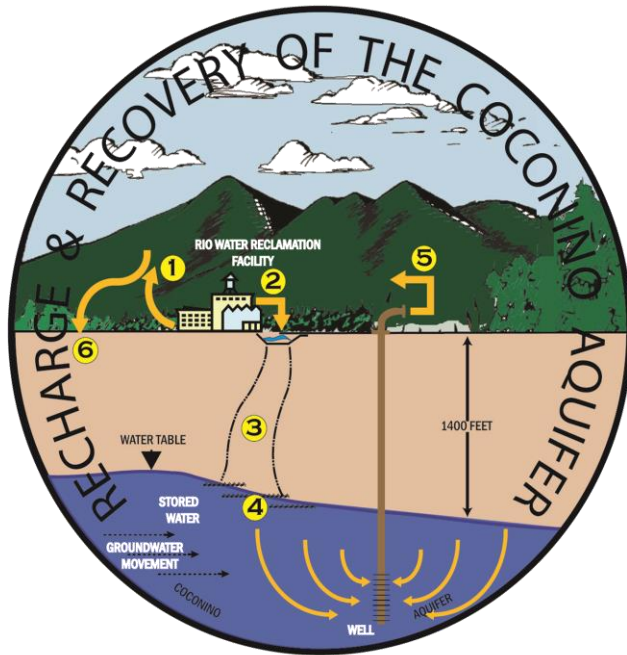




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“One Water” Approach to Water Management



City Staff, circa 2007



Questions?

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brad Hill, Utilities Director
Date: 08/15/2017
Meeting Date: 08/21/2017



TITLE:

Changing the Name of Utilities Division to Water Services Division

DESIRED OUTCOME:

Information Only

EXECUTIVE SUMMARY:

City Council created a new goal of "Community Outreach" by enhancing public transparency and accessibility. In response to this direction, the Utilities Division undertook a strategic planning and name change evaluation process in early 2017 with the purpose to better convey what services we provide to the community and how to become more transparent when communicating with the public. When defining exactly what services does the Utilities Division provide to our community, the four (4) Enterprise parts that make up Utilities all have "water" in common ("Water, Wastewater, Reclaimed Water and Stormwater"). The Division is also in the business of providing several valuable "services" to our citizens. Utilities leadership established an inclusive internal process and developed several optional names and "logos" that would uniquely identify the Division to be used in conjunction with the City Seal. Ultimately each Supervisor was requested to meet with their staff to vote their team's favorite. Lastly, a Strategic Planning process has also been undertaken with the goal to align with the City's Strategic Plan and specifically address the Water Services Division's business values and the standards that will be used to measure our success at delivering water services to our community.

INFORMATION:

The Utilities Division undertook a strategic planning and name change evaluation process in early 2017 with the purpose to better convey what services we provide to the community and how to become more transparent when communicating with the public. The goal of these exercises are to better define to the public, who we are, what we do and the services we extend to the community and how to gain their trust in what we do and the decisions we make. While communications is not always a utility's strongest attribute, we are looking at ways to better achieve this goal. Another impetus to re-evaluate the Utilities name was our new commitment to communicate via "social media". It became evident quickly that the term "Utilities Division" was confusing to the public and they often confused us with electricity, cable or the gas utilities.

When defining exactly what services does the Utilities Division provide to our community, the four (4) Enterprise parts that make up Utilities all have "water" in common ("Water, Wastewater, Reclaimed Water and Stormwater"). Or simply "We are Water". When reviewing the names of other municipal

water & wastewater utilities around the State, three (3) have recently changed their name. The Town of Marana changed to Marana Water, the City of Scottsdale to Scottsdale Water and City of Glendale to Water Services Department. The two largest municipal utilities in Arizona already had names “Water or Water Services” in their names (i.e., Phoenix Water Services and Tucson Water).

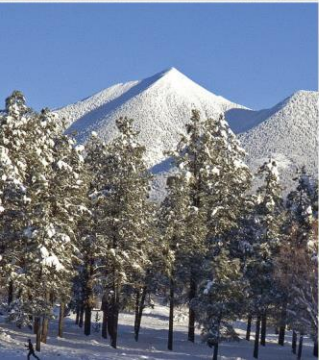
Utilities leadership established an inclusive internal process on evaluating a name change. That process also included the development of a new “logo” that would identify water services to be used in conjunction with the City Seal. Utilities leadership worked with Ralph Schmid, Creative Services Manager with the City’s Convention and Visitors Bureau and identified several name and logo alternatives. Those options were taken to the entire Division staff for their input. Ultimately, each supervisor was requested to meet with their staff to vote their team’s decision. In a near unanimous vote, the name “Water Services Division” or “Flagstaff Water Services” was selected over the other options and a single logo drop was selected. See following page for the new name & design.

Lastly as mentioned above, a Strategic Planning process has also been undertaken. The goal of this effort is to align with the City's Strategic Plan and specifically address the Water Services Division's business values and the standards that will be used to measure our success at delivering water services to our community. Staff will bring back more on this in the Fall timeframe.

We have developed a cost estimate of approximately \$4,000 to \$5,000 to replace the name Utilities with Water Services. The greatest expense is associated with labeling the vehicles in our fleet.

Attachments: Logo Examples
 PowerPoint





Utilities name change to *Flagstaff Water Services Division*

by
*Bradley M. Hill, R.G.
Director*

*City Council Work Session
August 21, 2017*



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WE MAKE THE CITY BETTER





In support of City Council's new Goal of “Community Outreach” by enhancing transparency & accessibility



Early 2017, undertook a Strategic Planning & name change evaluation. *Long-standing confusion by the public; on-line social media & phone calls required clarity (we are not electric, gas or cable)*



Purpose:

- a. Clarify what services we provide to the community
- b. Continue to build on our trust & reputation
- c. Develop core business values and standards for which we hold ourselves accountable



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Goal: define to the public and community who we are, what we do, and how we communicate & become more transparent

Evaluated what do we do?... **"We do Water"**

 Drinking Water  Wastewater  Reclaimed Water  Stormwater



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Utilities Leadership Team & CVB's Creative Services

- a. Established an inclusive internal process
- b. Created multiple naming options
- c. Created multiple "logo" options

Supervisors had their respective team's vote which name & logo to compliment use of the City Seal:



WATER DISTRIBUTION

Uniform sleeves



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Three other Arizona municipal utilities have recently changed their name – two largest have always emphasized Water



WATER NEWS



Marana Water News: WQ-What?

[Read More →](#)



Marana Water News: Backflow Assemblies - protecting our water system

[Read More →](#)

[VIEW ALL MARANA WATER NEWS](#)

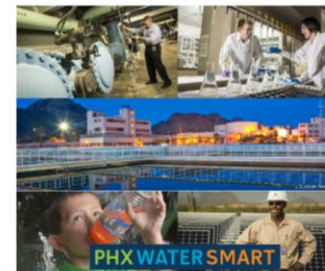


FLAGSTAFF
WATER SERVICES

We are Water



Phoenix Water Services



Estimated cost to rename ~\$4,000 to \$5,000



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WE MAKE THE CITY BETTER



Next step is to create a Strategic Plan that helps reaffirm & communicate our responsibilities, decisions and promises to the community



DRAFT
example



BUSINESS VALUES



- High-Quality Water Services
- Reliable Water Supply Services
- Reliable Infrastructure Planning
- Excellent Customer Service
- Environmentally Sound Practices
- Comprehensive and Sound Planning
- Appropriate and Accountable Investments
- Sound Financial Management
- Increasing innovation, Efficiency and Conservation
- Transparency and Communication



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WE MAKE THE CITY BETTER





QUESTIONS?



FLAGSTAFF WATER SERVICES

 Drinking Water  Wastewater  Reclaimed Water  Stormwater

We are Water



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WE MAKE THE CITY BETTER



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jenny Niemann, Climate & Energy Specialist
Date: 08/15/2017
Meeting Date: 08/21/2017



TITLE:

Climate Action Planning Update

DESIRED OUTCOME:

This is an informational update on the status of the Climate Action and Adaptation Planning process.

EXECUTIVE SUMMARY:

In an effort to better prepare for predicted climate changes in northern Arizona, as well as to achieve the City Council's goal for strong climate action, City staff have created a planning process for the development of Flagstaff's first community Climate Action and Adaptation Plan (Plan). The Plan will be centered on mitigation strategies to reduce greenhouse gas emissions, adaptation strategies to address community vulnerabilities, and a prioritized list of actions.

Specifically, the Plan will:

- Set a goal to reduce Flagstaff's community greenhouse gas (GHG) emissions.
- Outline the specific steps that our community will need to take to reduce GHG emissions.
- Outline actions to prepare for and adapt to climate changes.
- Focus on implementation, alignment with other City efforts, and return on investment.
- Build partnerships with community organizations and institutions.
- Draw on the wealth of indigenous and scientific knowledge in Flagstaff and the technical expertise of City staff.

The planning process will engage community members, to develop community priorities, identify neighborhood-level vulnerabilities, and prioritize climate actions. The process will utilize a Steering Committee, made up of various community representatives, and a Technical Committee, representing local technical expertise.

INFORMATION:

Connection to Council Goal and/or Regional Plan:

Council Goal:

Take meaningful climate change action.

Regional Plan:

Goal E.1. Increase energy efficiency.

Goal E.2. Expand production and use of renewable energy.

Goal E&C.1. Proactively improve and maintain the region's air quality.

Goal E&C.2 Reduce greenhouse gas emissions.

Goal E&C.3 Strengthen community and natural environment resiliency through climate adaptation efforts.

Goal E&C.4. Integrate the best available science into all policies governing the use and conservation of Flagstaff's natural resources.

Financial Impact:

A consultant will provide facilitation, technical, and plan-writing expertise to support this Plan. During the budget hearings up to \$100,000 was identified to pay for consulting services. Staff will return to City Council for approval of consultant contract in September.

Attachments: Climate Planning Presentation



Climate and Energy Specialist



- **Develop and implement a climate action plan.**
- 100% renewable energy.
- Achieve financial divestment from fossil fuels.
- Sponsor and support state or federal legislative action that combats climate change.
- Update energy code.



Flagstaff's Climate Action History

- 2006 US Mayor's Climate Protection Agreement adopted
- 2007 Residential energy efficiency programming
- 2008 Greenhouse gas inventory (municipal and community)
- 2012 Resiliency and Preparedness Study
Flagstaff Watershed Protection Project (FWPP)
- 2017 Current climate action:
 - Energy efficiency
 - Renewable energy
 - Emissions tracking
 - Projects
 - Regional partnerships
 - Education
 - Policy development



TEAM FLAGSTAFF



Why Climate Action is Necessary

- Changing precipitation patterns
- Drier forests
- Changing fire regime
- Impacts: economic, tourism, public health, infrastructure, services
- The impacts of climate change will cost far more than prevention and preparation





TEAM FLAGSTAFF



The Plan Will:

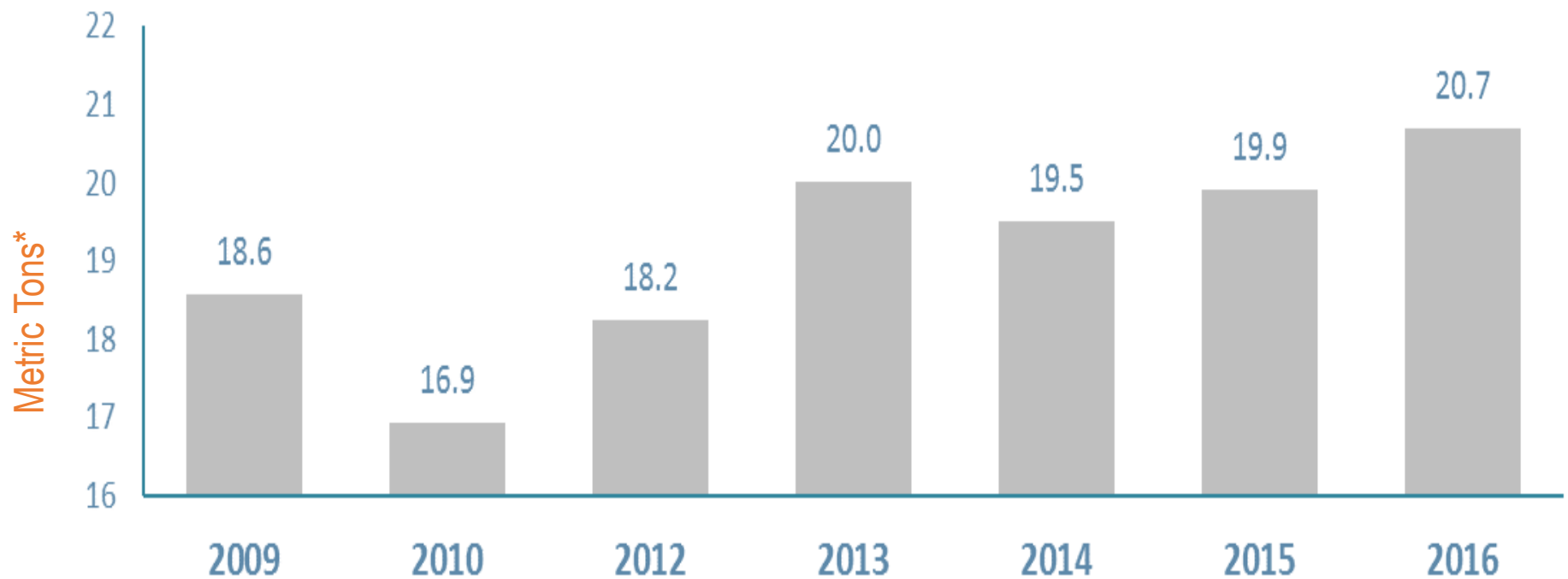
- Set a goal to reduce community greenhouse gas (GHG) emissions
- Outline the specific steps that the Flagstaff community will take to reduce GHG emissions (**mitigation**)
- Outline actions to prepare for climate changes (**adaptation**)



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Emissions per Flagstaff Resident, 2009 - 2016



*Metric Tons Per Capita Carbon Dioxide Equivalents (CO₂e)



National Best Practices

Fort Collins

- Community Advisory Committee
- Goal: Reduce emissions 80% by 2030

Phoenix

- Municipal Plan
- Exceeded goals 3 years early

Salt Lake City

- Community Dashboard
- Phased goals for emissions reductions



TEAM FLAGSTAFF



Timeline





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Plan Elements – What we want to see

Climate impacts and projections

- Vulnerability assessment

Strategies

- Mitigation and adaptation strategies
- Scenario development and emissions forecast

Action and implementation plan

- Return on investment analysis
- Community Action Toolkit



TEAM FLAGSTAFF



Process Goals – How we want to get there

- Obtain broad community input and ownership
- Address vulnerable populations and recognize Flagstaff's history, diversity, unique strengths, and challenges
- Hold asset-based conversations
- Use multiple channels of outreach



-
- A large chalkboard display at a community event titled "We want your help to create Flagstaff's FIRST CLIMATE ACTION PLAN". The board is covered in handwritten suggestions for reducing climate change. Key text includes: "We want your help to create Flagstaff's FIRST CLIMATE ACTION PLAN", "HOW CAN FLAGSTAFF CURB CLIMATE CHANGE?", "INCENTIVIZE H2O CONSERVATION", "STOP WASTING WATER", "TINKER! Repair or swap", "SOLAR!", "BECOME VEGAN", "STOP THIS!", "REDUCE CARBONS", "OPTIMIZE FOR OUTCOME STEPS", "MORSE CODE", "SIGN THE SOL (Save Our Lives) Pledge", "BRINGING PRECIPITATION", "COMMON GARDEN", "FLYING & SOLAR POWER", and "#ElGigaday". A young girl with blonde pigtails is sitting on the ground in front of the board, and several other people, including a woman and a young boy, are standing nearby. The background shows a brick building and a clear blue sky.



TEAM FLAGSTAFF



Steering Committee

- Regional Partners:
 - Coconino County
 - NAIPTA
 - Public Health
- Climate experts:
 - NAU
 - Lowell Observatory
 - Grand Canyon Trust
- Community organizations
 - Business and development communities
 - Indigenous community members
- City of Flagstaff:
 - Water Services
 - Community Investment
 - Fire Department
 - Sustainability



Thank You!

Jenny Niemann
City of Flagstaff

JNiemann@FlagstaffAZ.gov
928-213-2150

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 08/15/2017
Meeting Date: 08/21/2017



TITLE:

Public Hearing and Consideration of Liquor License Application: Collin Heath, "Heath's Custom Wine", 3381 N. Estates St., Series 04 (wholesaler), 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 04 license allows a wholesaler to warehouse, sell and distribute all types of spirituous liquor (beer, wine, distilled spirits) to Arizona-licensed retailers. Heath's Custom Wine is a new business in Flagstaff; if approved, it will be the 5th active series 04 license in Flagstaff. Series 04 liquor licenses are a non-quota license.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and have recommended approval.

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 August 27, 2017.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on July 21, 2017. No written protests were received during the initial 20-day posting period (July 21, 2017 through August 10, 2017). After the posting period had passed the Council received twelve emails concerning the application; because the comments were received after the 20-day posting period they are not included in the official materials but Council may access the comments in their email.

Attachments: [Heath's - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 04 Description](#)
 [Heath's - PD Memo](#)
 [Heath's - Code Memo](#)
 [Heath's - Map](#)
 [Home Occupation Info](#)

OFFICE OF THE CITY CLERK

August 4, 2017

Heath's Custom Wine
Attn: Collin Heath
3381 N. Estates St.
Flagstaff, AZ 86001

Dear Mr. Heath:

Your application for a new Series 04 liquor license for Heath's Custom Wine at 3381 N. Estates St., was posted on July 21, 2017. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, August 15, 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 August 10, 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).

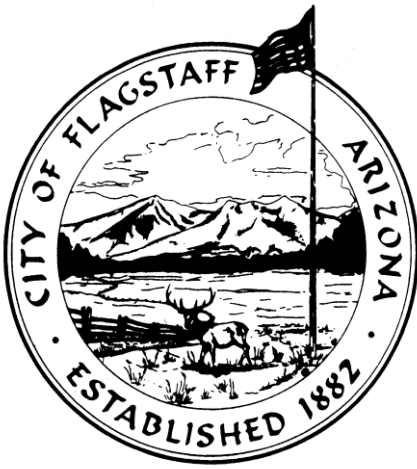
License Types: Series 04 Wholesaler

This non-transferable liquor license allows a wholesaler to warehouse, sell and distribute all types of spirituous liquor (beer, wine, distilled spirits) to Arizona-licensed retailers.

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.

ADDITIONAL RIGHTS AND RESPONSIBILITIES: A wholesaler may not have a financial interest in a retail spirituous liquor business. A wholesaler may not offer illegal inducements to a retailer nor engage in commercial coercion or bribery or other unlawful trade practices. 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. Â§4-201, 4-202, 4-203, 4-209(B)(4), 4-209(D)(4), 4-243, 4-243.01; Rule R19-1-226; R19-1-228.



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 # 17-066-01

TO Chief Kevin Treadway

FROM Sgt. Gregory Jay

DATE July 26, 2017

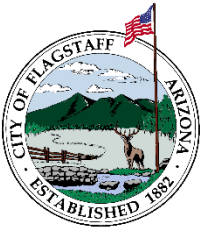
REF Series 04 (Wholesaler) Liquor License application for Heath's Custom Wine

On July 26, 2017, I initiated an investigation into a liquor license application filed by Collin James Heath the listed applicant for Heath's Custom Wine. Heath's Custom Wine is located at 3381 N Estates St., in Flagstaff. This is a series 4 wholesale license application for license number #04033013. A series 4 liquor license is for wholesale distributing only.

I conducted a query through local systems and public access on Collin Heath. I located three arrest records on Heath, only one of which Heath disclosed in his application. I spoke with Heath about the other two arrest records and not placing them on the application. Heath believed these arrests occurred prior to him turning 18 and them being expunged records or dismissed charges. I spoke with Arizona Department of Liquor Control Agent Herb Carruthers who informed me none of the criminal arrests would prevent the state from issuing the liquor license. Heath will complete an amendment to the state liquor license application to disclose this prior criminal history.

Heath explained his business plan is to partner with Blendz as a distributor of their wine to local hotels, convenience stores, restaurants and bars. Heath stated this location would be a temporary storage facility until he could get enough funds to acquire a more permanent storage facility. Heath has taken and supplied proof of the mandatory liquor license training. An agent from the Arizona Department of Liquor Licenses and Control will perform an on-site inspection of the premise to insure proper storage security is in place.

As a result of this investigation the recommendation to Council is for approval of the series 4 license.



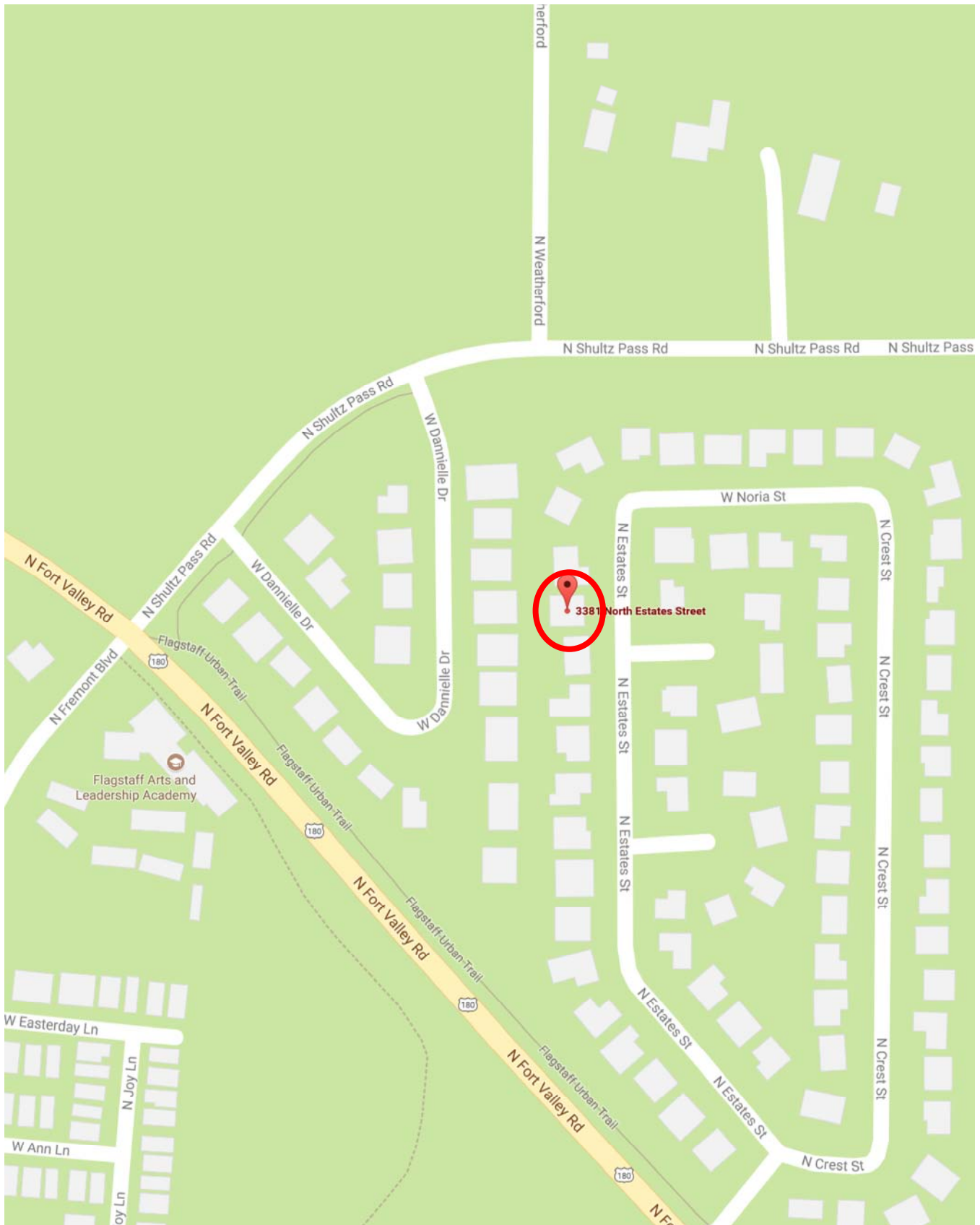
Planning and Development Services Memorandum

To: Stacy Saltzburg, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Dan Folke, Planning Director
Date: July 17, 2017
Re: Application for Liquor License #04033013
3381 N. Estates Street, Flagstaff, Arizona 86001
Assessor's Parcel Number 111-17-017
Collin Heath on Behalf of Heath's Custom Wine

This application is a request for a new Series 04 Wholesaler liquor license by Collin Heath on behalf of Heath's Custom Wine. This business is located within the Single-Family Residential (R1) district. This business will be operating under a Home Occupation Permit and will be following the standards and restrictions of the permit.

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

This liquor license is recommended for approval.



DATE: August 17, 2017

TO: Mayor and Council Members

FROM: Daniel Folke, AICP, CPM, Planning Director *D.F.*

CC: Josh Copley, City Manager; Barbara Goodrich, Deputy City Manager; Mark Landsiedel, Community Development Director

SUBJECT: Home Occupations and Heath's Custom Wine

Home Occupations are permitted in all residential zoning districts in compliance with the standards found in Section 10-40.60.180 of the Zoning Code. The standards are attached to this report. The code does not identify what types of businesses are allowed as a home occupation, but rather if the proposed business complies with the standards, then it is permitted as a home occupation. Applications are reviewed in conjunction with a business license. The Home Occupation application includes the standards found in the code and the applicant must certify that they agree to comply with the provisions governing home occupations and it authorizes staff to access the subject property at any time to inspect the approved home occupation. Application of the standards is intended to maintain the residential character of a property. In preparation of this memo staff discovered the standards provided on the back of the application need to be updated to include a zoning code amendment which added (F) the sale of fresh produce and cottage foods grown and prepared at the home as a permitted home occupation.

Applications are currently reviewed by Code Compliance, although we plan to move this to an Associate Planner once the new position is filled. The reviewer typically speaks with the applicant to confirm necessary details and ask questions. We coordinate with other programs as needed. For example if the proposed home occupation requires the use of equipment or materials that may pose a safety issue we contact the Fire Department for their input. If the proposed home occupation cannot comply with the standards it is not approved. The most common reason for a denial is the need for outdoor storage. Review of the request is noted on the bottom of the application with the date and outcome of the request. Violations are investigated and enforced by the Code Compliance program. Since August 1, 2016 we have processed 99 home occupations.

The subject application for Heath's Custom Wine was received on May 31, 2017. Staff contacted the applicant to discuss the request. The proposed home occupation is best described as a wine wholesale business. It is staff's understanding that the owner will store and distribute wine produced by Blendz, a downtown wine store. The applicant indicated the wine would be stored in his garage and that he was aware of the provision which limits home occupations to 20% of the total floor area of the dwelling unit. He also informed staff that he would be transporting the wine from his garage to buyers using his personal vehicle. Home

Occupation provisions limit the use of vehicles to one vehicle or vehicle-trailer combination not exceeding a gross vehicle weight of 14,000 pounds. A Class 3 vehicle is rated for 10,001 to 14,000 pounds and is a light truck such as an extended cab Dodge Ram 3500 or Ford E-350 (Econoline Van). Class 3 vehicles do not require a commercial driver's license.

Other home occupation provisions that relate to the proposed use include the prohibition of outdoor display or storage of materials, goods, and supplies; the home occupation may only be conducted by the resident of the dwelling unit with no more than one outside employee; no stock, goods, and or materials may be displayed or sold at the location.

Home Occupations

permit activities allowed in resource areas in compliance with Division 10-50.90 (Resource Protection Standards).

3. Rights-of-way shall be excluded from the gross open space calculation.

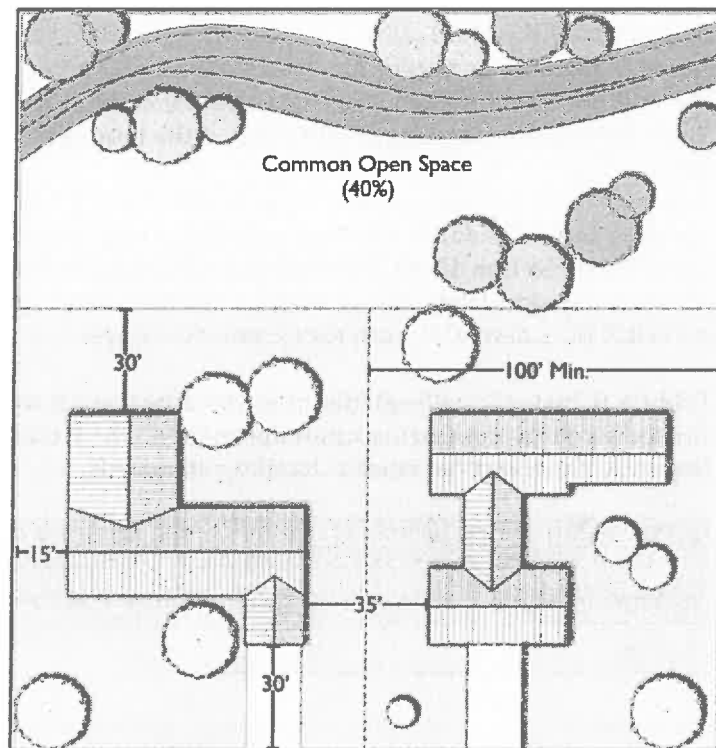


Figure A. Cluster Dwelling in the ER Zone

10-40.60.180 Home Occupations

- A. The use of a dwelling for a home occupation shall be compatible with the residential character of the dwelling and the neighborhood.
- B. The home occupation shall be conducted only inside the dwelling or inside an accessory building or garage.
- C. The business shall only be conducted by a resident or residents of the dwelling with no more than one outside employee coming to the residence.
- D. No more than 20 percent of the total floor area of the dwelling shall be used for the home occupation.
- E. No stock, goods, and/or materials shall be displayed or sold at the location of the home occupation except as permitted in Subsection F. below, provided that this provision shall not be interpreted to prevent pick up of orders made

either through the telephone or at sales meetings outside of the dwelling in which the home occupation is located.

- F. The sale of fresh produce and cottage foods (i.e. baked, pickled, canned or similarly produced foods grown in a vegetable garden at the location of the home occupation) is permitted subject to compliance with all state and local regulations.
- G. No outdoor display or storage of materials, goods, supplies, or equipment shall be permitted in connection with a home occupation.
- H. Signs shall be used in compliance with Division 10-50.100 (Sign Standards).
- I. No more than two home occupations shall be carried on in a single residence, provided that together they do not exceed the 20 percent area limitation in Subsection D above, or violate any other conditions specified in this Section.
- J. The home occupation shall not be conducted in such a manner or advertised in such a way as to generate more pedestrian or vehicular traffic than typical for the zone within which it is located based on the standards in the current edition of the *Trip Generation Manual* published by the Institute of Transportation Engineers.
- K. A home occupation shall not utilize flammable liquids or hazardous materials in quantities not customary to a residential use, in compliance with the adopted City Fire Code and Building Code.
- L. The home occupation shall not create any radio, television, computer, or power line interference, or noise audible beyond the boundaries of the site.
- M. No more than one motor vehicle, or vehicle-trailer combination, not exceeding a gross vehicle weight rating (GVWR) of 14,000 pounds shall be stored at a residence and/or used in connection with a home occupation.
- N. A home occupation requires the issuance of a Home Occupation Permit in compliance with Section 10-20.40.070 (Home Occupation Permits) prior to commencement of the home occupation.
- O. Any change in use of a home occupation, or if the applicant/permit holder of a home occupation no longer resides in the home where the home occupation permit was originally issued, will result in the automatic termination of the home occupation. A new owner of a home occupation or a change in use of a previously approved home occupation will require the issuance of a new Home Occupation Permit and a new Privilege License from the City prior to commencement of the home occupation.
- P. No home occupation permit is needed for a business located within a residence in any commercial zone.

(Section 10-40.60.180 amended by Ord. 2016-07, adopted Feb. 16, 2016)



City of Flagstaff

Community Development Division

211 W. Aspen Ave

P: (928) 213-2147

Flagstaff, AZ 86001

F: (928) 213-2609

www.flagstaff.az.gov

HOMOCC

| | | | | | |
|---|--|---|--|-----------------------------------|--|
| Date Received MAY 31 2017 | | Application for Home Occupation Permit | | Permit Number CC-17-00936 | |
| Business Name Heath's custom wine | | | City License # 104950 | | |
| Applicant Collin Heath | | Title owner | Phone 928-699-3839 | Email Heathswine@gmail.com | |
| Mailing Address 3381 N. Estates St. | | | City, State, Zip Flagstaff, AZ, 86001 | | |
| Site Address (including suite #) 3381 N. Estates St. | | | City, State, Zip Flagstaff, AZ, 86001 | | |
| Parcel Number(s) | | | Zoning District R1 | | |
| Please describe the nature of the business | | | | | |
| storage of wine in garage, sales will take place off site within the state | | | | | |
| Type of materials or equipment used | | | | | |
| truck, pallets, refrigerator | | | | | |
| Home Occupations - Section 10-40.60.180 (Home Occupations) of the Flagstaff Zoning Code: | | | | | |
| The City of Flagstaff Zoning Code allows certain businesses to be conducted from residential properties. The standards set forth in Section 10-40.60.180 (Home Occupations) of the Zoning Code are intended to ensure the compatibility of a home-based business with the residential character of the neighborhood. The home-based business must be accessory or incidental to the residential use of the main building and is to be conducted in such a manner that the average neighbor would not be aware of the existence of the business. | | | | | |
| Note: The submittal of an application for a Home Occupation permit shall not be considered authorization to commence the use of a residence for a home occupation until this permit has been approved in writing. Please read the provisions governing home occupations applicable to residential districts established in Section 10-40.60.180 (Home Occupations) of the Zoning Code, which are summarized on the reverse side of this form. | | | | | |
| CH (Initials) I hereby certify that the information set forth on this form is complete and accurate and do hereby agree to comply with all applicable codes of the City of Flagstaff and the State of Arizona and with any conditions attached hereto, and request that all pertinent City personnel access my property at any time deemed necessary to inspect the approved home occupation approved under this permit. | | | | | |
| Note: Applications which are incomplete or not accompanied by the required information will not be accepted. | | | | | |
| Applicant Signature: [Signature] | | | | Date: 5/31/17 | |
| For City Use | | | | | |
| Received By: CP 5/31/17 | | | Fee Receipt #: | | |
| Approval: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Staff Initial: CP | | Date Approved: 5/1/17 | |

See reverse side for additional information

Home Occupation Permit Review Process:

1. A flow chart describing the review process inclusive of applicable review time frames (administrative completeness review and substantive review) is attached.
2. An applicant for a home occupation permit may receive clarification from the City of how it is interpreting Section 10-40.60.180 (Home Occupations) of the Zoning Code.

Standards and Requirements from Section 10-40.60.180 (Home Occupations) of the Zoning Code:

1. The use of a dwelling for a home occupation shall be compatible with the residential character of the dwelling or the neighborhood.
2. The home occupation shall be conducted only inside the dwelling or inside an accessory building or garage.
3. The business shall only be conducted by a resident or residents of the dwelling with no more than one outside employee coming to the residence.
4. No more than 20 percent of the total floor area of the dwelling shall be used for the home occupation.
5. No stock, goods, and/or materials shall be displayed or sold at the location of the home occupation, provided this provision shall not be interpreted to prevent pick up of orders made either through the telephone or at sales meetings outside of the dwelling in which the home occupation is located.
6. No outdoor display or storage of materials, goods, supplies, or equipment shall be permitted in connection with a home occupation.
7. Signs shall be used in compliance with Division 10-50.100 (Sign Standards).
8. No more than two home occupations shall be carried on in a single residence, provided that together they do not exceed the 20 percent area limitation in Subsection D above, or violate any other conditions specified in this Section.
9. The home occupation shall not be conducted in such a manner or advertised in such a way as to generate more pedestrian or vehicular traffic than typical for the zone within which it is located.
10. A home occupation shall not utilize flammable liquids or hazardous materials in quantities not customary to a residential use, in compliance with the adopted City Fire Code and Building Code.
11. The home occupation shall not create any radio, television, computer or power line interference, or noise audible beyond the boundaries of the site.
12. No more than one motor vehicle, or vehicle-trailer combination, not exceeding a gross vehicle weight rating (GVWR) of 14,000 pounds shall be stored at a residence and/or used in connection with a home occupation.
13. A home occupation requires the issuance of a Home Occupation Permit in compliance with Section 10-20.40.070 (Home Occupation Permit) prior to commencement of the home occupation.
14. Any change in use of a home occupation, or if the applicant/permit holder of a home occupation no longer resides in the home where the home occupation permit was originally issued, will result in the automatic termination of the home occupation. A new owner of a home occupation or a change in use of a previously approved home occupation will require the issuance of a new Home Occupation Permit and a new Privilege License from the City prior to commencement of the home occupation.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Co-Submitter: Sterling Solomon, City Attorney
Date: 08/18/2017
Meeting Date: 08/21/2017



TITLE:

Consideration and Approval of Contract: Reinstatement of, and First Amendment to, P3 Pre-development Agreement between the City of Flagstaff, Arizona Department of Transportation and Vintage Partners, LLC. (Initial Agreement for the extension of Beulah Blvd., realignment of University Ave., and relocation of ADOT facilities).

RECOMMENDED ACTION:

Staff recommends City Council authorize the City Manager to sign the Reinstatement of, and First Amendment to the P3 Pre-development Agreement.

Executive Summary:

P3 is a public/private partnership between the City of Flagstaff, Arizona Department of Transportation and Vintage Partners, LLC. The resulting project will relocate the existing ADOT facilities on Milton Road to the existing Harkins Theater site on Woodlands Village Boulevard, enable the completion of Beulah Boulevard to University Avenue and the realignment of University Avenue, and will include the redevelopment of the existing ADOT property.

The pre-development agreement provides an overview of the various transactions, authorizes Vintage Partners to prepare and submit required materials for a Site Plan and Rezoning application for ADOT and City property located between Milton Parkway and Beulah Avenue, provides an anticipated schedule, requires an implementation agreement between ADOT and Vintage Partners, provides the term of the agreement, provides remedies for disputes and includes miscellaneous provisions required for an ADOT P3 project.

On December 2, 2014 the City Council approved the P3 Pre-development Agreement between the City of Flagstaff, Arizona Department of Transportation and Vintage Partners, LLC, which is included with this staff summary. (Initial Agreement for the extension of Beulah Blvd., realignment of University Ave., and relocation of ADOT facilities).

While ADOT and Vintage Partners continued to work through details related to subsequent agreement referenced in the Pre-Development Agreement, the Pre-Development Agreement expired on July 31, 2016. Aside from timelines for the processing of site plan review and zoning applications the Pre-Development Agreement is the same. Those timelines have been updated in the Reinstatement of, and First Amendment to the Pre-Development Agreement. ADOT and Vintage have executed the Reinstatement of, and First Amendment to the Pre-Development Agreement.

Financial Impact:

The City purchased the 9.23 acre Fresquez property in 2005 and will complete the University/Beulah roadway improvements using voter approved Transportation bond funds. No additional funding is anticipated at this time.

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

Improve mobility and access throughout the region.

Provide a continuous transportation system with convenient transfer from one mode to another.

Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals.

Improve transportation safety and efficiency for all modes.

Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

Has There Been Previous Council Decision on This:

The City purchased the 9.23 acre Fresquez property in 2005 for the purpose of completing the University and Beulah roadway improvements.

On December 2, 2014 the City Council approved the P3 Pre-development Agreement between the City of Flagstaff, Arizona Department of Transportation and Vintage Partners, LLC, which is included with this staff summary. (Initial Agreement for the extension of Beulah Blvd., realignment of University Ave., and relocation of ADOT facilities).

Staff recommends City Council approve the Reinstatement of, and First Amendment to the Pre-Development Agreement which is included with this staff summary.

Options and Alternatives:

1. Approve the Reinstatement of, and First Amendment to, P3 Pre-Development Agreement.
2. Work independently with ADOT to acquire the necessary right-of-way and relocate their facilities.

Background/History:

In 2005 the City purchased 9.23 acres located west of the existing ADOT facility at 1801 S. Milton Road with the intention of completing Beulah Boulevard to University Avenue and to realign the west leg of University Avenue to connect at the existing traffic signal of Milton Road and east University. City staff completed a preliminary realignment plan which is attached to this report and programmed \$7.4 million in the FY2015-2019 Capital Improvement Plan for design and construction. Both the acquisition and new roadways are funded by the Transportation Tax. The State of Arizona allows the Arizona Department of Transportation to participate in public/private partnerships (P3) that provide a benefit to the ADOT operations and the public interest. From this the P3 idea for this location was formed and ADOT issued a Request for Proposals for the redevelopment of the site to include the proposed roadway improvements. The successful proposal needed to include a new location ready for occupancy for the ADOT facility.

The selection committee included representatives from the City and ADOT and the RFP resulted in 4 proposals. The successful proposal was prepared by Vintage Partners, LLC. The proposal is to relocate ADOT to the existing Harkins Theater on Woodlands Village Boulevard and redevelop the existing site with a mixed use project that will dedicate the right-of-way required to construct the University/Beulah improvements. Multiple transactions are required to accomplish the project. The City will deed the 9.23 acre Fresquez parcel to ADOT in exchange for the ADOT land needed to complete the University realignment. ADOT will deed their 6.74 acres and the 9.23 acre Fresquez parcel (less the ROW needed for University and Beulah) to Vintage Partners in exchange for their new facility on Woodlands Village Boulevard. Vintage Partners will complete the necessary remodel and other site improvements required for ADOT to relocate. Although it is not included in the pre-development agreement, Vintage Partners has an agreement with Harkins Theater relating to the construction of a new theater on the east side of town between the Flagstaff Mall and Marketplace, which must be completed and occupied before the current Harkins site is available to begin the remodel.

Key Considerations:

Staff supports moving forward with the P3 project. While the capital funding for the roadway improvement has been programmed, obtaining the land needed for ROW and relocating ADOT would be significant expense to the project.

Expanded Financial Considerations:

The Beulah Boulevard extension and University Avenue realignment have been and continue to be programmed in the current FY 2015-2019 Capital Transportation Plan.

Community Benefits and Considerations:

Although the primary benefit of the P3 project for the City is the completion of the University/Beulah roadway improvements, the redevelopment of the ADOT site with a mixed use project and a new larger theater on the east side of town will have an economic benefit to the community. The University/Beulah roadway improvement has been identified as an important project to incrementally address the existing congestion problem on Milton Road.

Community Involvement:

Inform - While the public has not had a formal role in the proposed P3 projects, the redevelopment of the ADOT site will require a rezoning application which will include the required public notifications, neighborhood meeting and public hearings.

Involve - Public participation is included in the rezoning process.

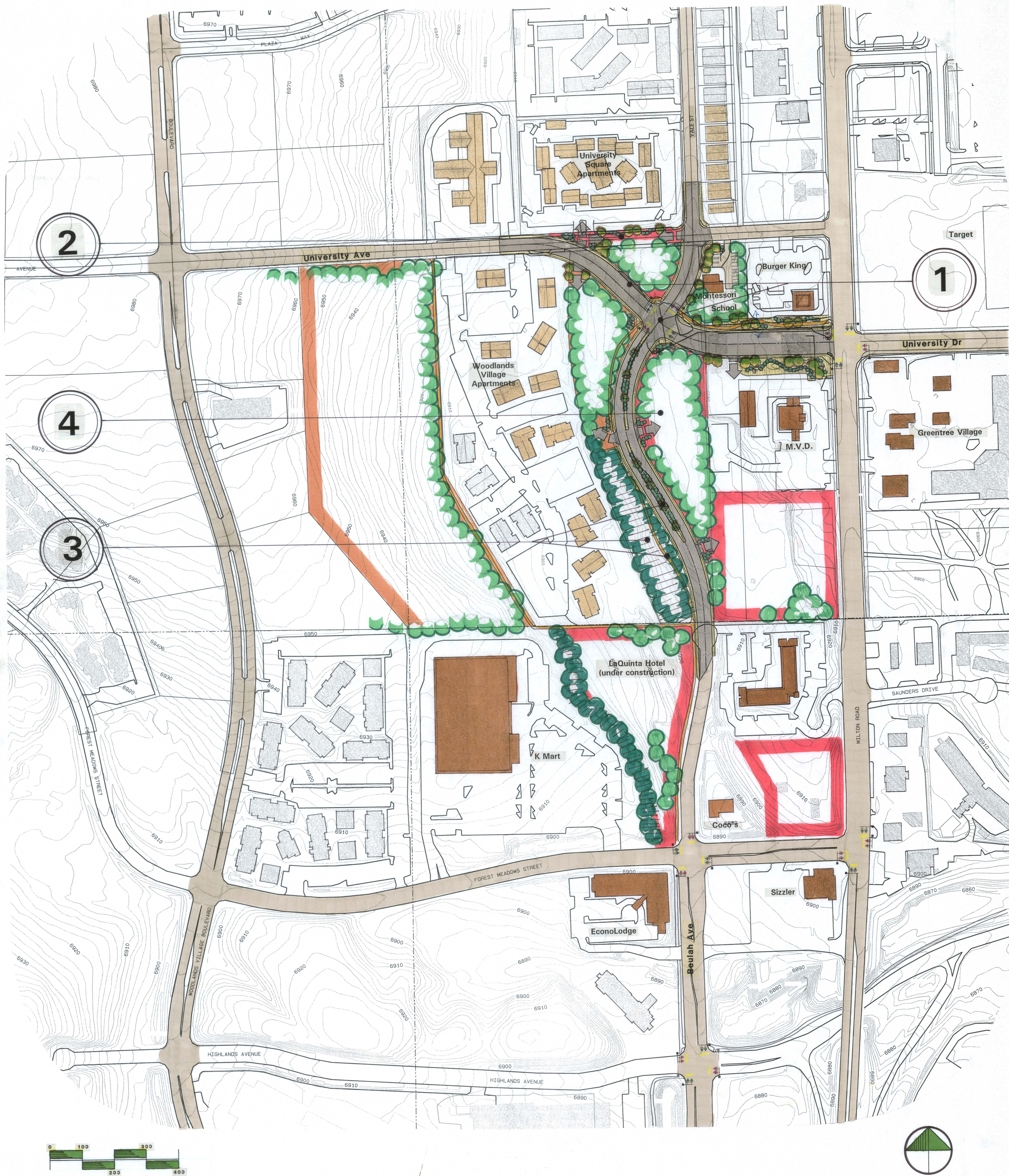
Collaborate - P3 is certainly a collaboration between the State, City and a private company. As the process continues there will be opportunity for the public to provide direct input on the proposed redevelopment of the ADOT site.

Empower - the voters of Flagstaff approved the 2000 Transportation Tax which funded the Fresquez acquisition and the \$7.4 million programmed in the Capital program for the University/Beulah roadway improvement.

Expanded Options and Alternatives:

The primary reason for City participation in P3 is to see the University/Beulah roadway improvements completed. Acquisition of ADOT property is necessary to realign University Avenue. Staff believes the P3 is the best option to complete the roadway improvement. The alternative is to work directly with ADOT to acquire the necessary land for public right-of-way. However, the roadway improvements cannot be completed without relocating the ADOT facilities which is why staff believes the P3 is the best way to accomplish the transportation improvement.

Attachments: University/Beulah Realignment Map
 Initial Pre-Development Agreement
 Reinstatement of, and First Amendment to, Pre-Development Agreement



UNIVERSITY AVE & BEULAH BLVD REALIGNMENT

When recorded, return to:

PRE-DEVELOPMENT AGREEMENT

The date of this Pre-Development Agreement (this "Agreement") is as of its Effective Date. The parties to this Agreement are the Arizona Department of Transportation, a division of the State of Arizona ("ADOT"), the City of Flagstaff, an Arizona municipal corporation ("City") and Vintage Partners, LLC, an Arizona limited liability company ("Vintage"). Each of ADOT, City and Vintage may be referred to individually as a "Party"; or collectively as the "Parties."

Recitals.

As background to this Agreement, the Parties, recite, state and acknowledge each of the following:

A. ADOT is empowered by Arizona Revised Statutes §28-401 and §28-7703 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

B. City is empowered by Arizona Revised Statutes §9-500.05 to enter into this agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the City.

C. ADOT owns certain real property (the "ADOT Property") located within the City and as legally described on Exhibit A attached to this Agreement.

D. The City owns certain real property (the "City Property") located within the City and as legally described on Exhibit B attached to this Agreement.

E. Vintage has the contractual right to purchase certain real property (the "Vintage Property") located within the City and as legally described on Exhibit C attached to this Agreement.

F. The Parties are contemplating a series of contingent transactions which, if all contingencies are met, will result in the following:

1. Vintage will purchase the Vintage Property and, in collaboration with ADOT, will design and construct new operational facilities on the Vintage Property for use by ADOT (the "New ADOT Facilities"). Approval of the building's interior design is in sole

discretion of ADOT. All other exterior building design shall be subject to all local site plan and permit review procedures.

2. The City, through one or more intergovernmental agreements, will convey the City Property to ADOT as just compensation for the "Roadway Property" as defined in Recital (4) and in lieu of relocation benefits related to ADOT's move from the facilities on the ADOT Property.

3. Concurrently with the conveyance described in Recital F(2) of this Agreement and subject to terms and conditions to be agreed upon, ADOT will convey the ADOT Property and the City Property to Vintage in exchange for the Vintage Property and the New ADOT Facilities that have been constructed on Vintage Property.

4. Concurrently with the conveyances described in Recital F(2) and in Recital F(3) of this Agreement, and subject to terms and conditions to be agreed upon, Vintage will convey or dedicate to the City, at no cost to the City, certain portions of the ADOT Property and the City Property (the "Roadway Property") to be determined during the Rezonings (as defined in Agreements Section 1(C) to permit the City to design and/or construct, or to contract with Vintage to design and/or construct (pursuant to City's procurement procedures), certain roadway improvements planned by the City. Those Roadway Improvements programmed in the City's FY2015 FY2019 Transportation Plan at a value of \$7,375,000 as an extension of Beulah Boulevard north to University Avenue, and the realignment of a portion of University Avenue in that vicinity (collectively, the "Transportation Improvements").

G. To accomplish the foregoing, which will be evidenced and undertaken pursuant to a series of separate written agreements yet to be negotiated by, between and among the Parties, the Parties shall meet the conditions necessary to complete rezoning for the ADOT Property and the City Property. This Agreement has been procured pursuant to A.R.S. § 28-7703 *et seq.*, which authorizes ADOT to develop public-private partnership ("P3") projects using a variety of delivery methods, including pre-development agreements and implementation agreements; and pursuant to A.R.S. § 11-952, which authorizes inter-governmental agreements for various purposes. The related transactions contemplated by the Parties may be referred to in this Agreement as the "P3 Project"; and the series of separate written agreements referred to above to accomplish the P3 Project may be referred to collectively in this Agreement as the "P3 Project Documents."

Agreements.

NOW THEREFORE, in consideration of the mutual promises and performance of the Parties as set forth in this Agreement, and the Recitals as set forth above, all references to zoning or rezoning(s) throughout this Agreement shall mean that the Parties agree as more fully described below to meet the conditions necessary for rezoning applications to be presented to the City Council whereupon the City Council shall consider the requests for rezoning(s).

1. Rezoning the ADOT Property.

A. Pursuant to Section 10-20.30.020(A)(2) of the Flagstaff Zoning Code (the “Code”), ADOT acknowledges that Vintage is a party under contract to acquire the ADOT Property with rights to submit an application for the rezoning of the ADOT Property (the “ADOT Property Rezoning”).

B. ADOT agrees that Vintage, as a party under contract to acquire the ADOT Property, can: (i) execute and submit to the City (in its capacity as the processing municipality for the ADOT Property Rezoning) any required applications or similar documents or instruments required in connection with the ADOT Property Rezoning; and (ii) to process the ADOT Property Rezoning applications through all relevant City processes and programs. The authority of Vintage is expressly limited to those matters described in the preceding sentence.

C. “The ADOT Property Rezoning” means the rezoning of all or portions of the ADOT Property from its current zoning classifications to the classification(s) which permits the requested land uses along with the associated Site Plan and Development Agreement.

D. The Parties acknowledge that Vintage is undertaking the ADOT Property Rezoning in order that Vintage, and its successors and assigns, shall be subject to the ADOT Property Rezoning at the time of conveyance of the ADOT Property to Vintage.

E. The City, in its capacity as the processing municipality for the ADOT Property Rezoning, agrees and acknowledges Vintage’s authorization under the Code to execute and submit any required applications, and thereupon to pursue and prosecute the ADOT Property Rezoning.

2. Rezoning the City Property.

A. Pursuant to Section 10-20.30.020(A)(2) of the Flagstaff Zoning Code (the “Code”), this Agreement constitutes the authorization by the City for Vintage to: (i) execute and submit to the City (in its capacity as the processing municipality for the City Rezoning) any required applications or similar documents or instruments required in connection with the City Rezoning; and (ii) to process the City Rezoning applications through all relevant City processes and programs. The authority of Vintage is expressly limited to those matters described in the preceding sentence.

B. “City Rezoning” means the rezoning of all or portions of the City Property from its current zoning classification or classifications to the classification which permits the desired uses along with the associated Site Plan and Development Agreement. The Parties acknowledge that they are undertaking the City Rezoning in order that Vintage, and its successors and assigns, shall be subject to the City Rezoning at the time of conveyance of the City Property to Vintage.

C. The City, in its capacity as the owner of the City Property, agrees and acknowledges Vintage’s authorization under the Code to execute and submit any required applications, and thereupon to pursue and prosecute the City Rezoning. The authority of Vintage is expressly limited to those matters described in the immediately preceding sentence.

3. General Agreements Regarding the ADOT Rezoning and City Rezoning.

A. The ADOT Property Rezoning and the City Rezoning (collectively, the “Rezoning”) will be prosecuted by Vintage at its sole cost and expense, including but not limited to the payment of all application fees and the cost of preparing all plans, plats, studies, exhibits and other materials required to be submitted with such applications.

B. Vintage shall concurrently apply for the ADOT Property Rezoning and City Rezoning promptly following execution of this Agreement by all Parties, and shall thereafter concurrently, diligently prosecute the ADOT Property Rezoning and City Rezoning applications to completion, unless and until the P3 Project as currently contemplated is abandoned by one or more of the Parties in accordance with this Agreement.

C. Subject to all applicable laws, ADOT and the City shall cooperate in good faith with Vintage to process the ADOT Rezoning and City Rezoning applications, recognizing that the Flagstaff City Council retains its full discretion to approve or deny the rezoning application.

D. The Parties agree to execute and deliver applications, documents, instruments, submittals, consents and other documents required to effectuate or evidence this Agreement and to evidence the authorization of Vintage by ADOT and the City to proceed hereunder.

E. Vintage shall apply for and prosecute its applications for Milton Road access and impacts directly with ADOT.

4. Other Pre-development Activities.

A. Schedule. The Parties shall exercise good faith and Commercially Reasonable Efforts (efforts which use a standard of reasonableness determined by what a similar person or entity would do according to the standards of the land use and development industry) to proceed with the following acts and undertakings with respect to the P3 Project on the target schedule set forth below, which schedule is not a representation of agreement binding upon any of the Parties, but simply reflects current pre-development discussions and projections as of the date of this Agreement:

1. 30 days from the Effective Date - Vintage submits to ADOT the final site plan and final office space plan for the Vintage Property;
2. 60 days from the Effective Date - Vintage submits to City a concept plan for the ADOT/City property; Vintage will subsequently submit to City for Site Plan review and approval for the new ADOT office/public service use at the Vintage property.
3. 90 days from the Effective Date - Vintage submits to the City the completed applications for the ADOT Property Rezoning and the

City Rezoning; ADOT approval (at ADOT's sole discretion) of site plan and office space plan at Vintage Property.

4. 315 days from the Effective Date - Vintage must obtain City staff completeness and substantive approval of its site plan, Direct Ordinance Zoning Map Amendments and regional plan amendment;
5. 390 days from the Effective Date - The ADOT Property Rezoning, City Rezoning, site plan and development agreement completed and decided upon by City of Flagstaff (at City's sole discretion);
6. 390 days from the Effective Date – Execution of Implementation Agreement between ADOT and Vintage, IGA between ADOT and the City, Development Agreement between the City and Vintage, and all other required agreements.

B. New ADOT Facilities. ADOT and Vintage will work collaboratively toward the approval of preliminary site plan and all pre-development plans in connection with the new ADOT Facilities, including determining applicable programing, scope and other related predevelopment schedules and activities. ADOT may approve or disapprove the preliminary site plan and all pre-development plans at its sole and absolute discretion.

C. Implementation Agreement. ADOT and Vintage will undertake the negotiation and drafting of an Implementation Agreement to be executed by them prior to any construction activity being undertaken by Vintage on the Vintage Property in connection with the construction of the New ADOT Facilities. If ADOT and Vintage fail to execute an Implementation Agreement, this agreement and the Project shall terminate and neither party shall have any claim or cause of action against another Party relating to this agreement.

5. Term. The term of this Agreement shall be through the first to occur of the following: (1) the completion (by appropriate action by the City Council of the City, acting in its sole discretion, and the passage of any applicable referral periods) of both the ADOT Property Rezoning and City Rezoning; (2) the execution by the Parties of all of the P3 Project Documents; (3) the termination or cancellation of this Agreement by a Party in accordance with, Section 6 or Section 7(c); or (4) June 30, 2016.

6. Remedies. In the event of a breach of this Agreement by a Party, the sole remedy of any other Party is to terminate this Agreement by written notice to the other Parties, in which event no Party shall have any further rights under this Agreement or any further responsibilities to any other Party arising from, under or in connection with this Agreement. No act or omission of any Party is specifically enforceable or susceptible of any other form of equitable relief, including but not limited to injunctive or special action relief. The Parties specifically disclaim and waive any right to seek or recover damages from or against any other Party arising from a breach of this Agreement or any provision hereof. Notwithstanding the foregoing, Vintage shall be required, as a condition for entering into an Implementation Agreement with ADOT, to certify

in writing that it has complied with the provisions of Sections 7(A), 7(D), 7(E), 7(F), 7(G), 7(I) and 7(J) of this Agreement.

7. Miscellaneous Provisions.

A. Indemnity and Insurance Requirements.

(1) General Indemnity: To the maximum extent allowed by law, Vintage shall indemnify, defend, and hold harmless the State of Arizona, acting by and through ADOT, and the City from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by ADOT and the City 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 Vintage, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of work under this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Vintage and/or its Subcontractors or claims under similar such laws or obligations in connection with the work performed under this Agreement. Vintage's obligation under this Section shall not extend to any liability to the extent caused by the gross negligence of ADOT and the City, or their employees, except the obligation does apply to any gross negligence of Vintage which may be legally imputed to ADOT and the City by virtue of their ownership or possession of land.

(2) Insurance Requirements: Vintage shall cause all of Vintage's professional employees and subcontractors to procure and maintain, until all of their obligations under the Agreement have been discharged, including any warranty periods, insurance as follows:

Professional Liability (Errors and Omissions Liability)

Each Claim: \$1,000,000

Annual Aggregate \$2,000,000

(a) In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Vintage warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time the activities undertaken under this Agreement are complete.

(b) The policy shall cover professional misconduct or negligent acts for those professionals providing services under this Agreement.

(c) The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona and the City in no way warrant that the minimum limits contained herein are

sufficient to protect Vintage from liabilities that might arise out of the performance of the services under this Agreement by Vintage, its agents, representatives, employees or subcontractors, and Vintage is free to purchase additional insurance. Vintage shall provide coverage with limits of liability not less than those stated above.

(d) Additional Insurance Requirements: The policies required by this Agreement shall include, or be endorsed (blanket endorsements are not acceptable) to include the following provisions:

(i) Vintage's policies shall stipulate that the insurance afforded Vintage shall be primary insurance and that any insurance carried by ADOT, and its agents, officials, employees of the State of Arizona, and the City shall be excess and not contributory insurance, as provided by A.R.S. Section 41-621(E).

(ii) Coverage provided by Vintage shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

(e) Notice of Cancellation: With the exception of the statutory ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above shall require thirty (30) day notice to ADOT and the City. Such notice shall be sent directly to ADOT and the City by certified mail, return receipt requested.

(f) Acceptability of Insurers: Vintage's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona and the City in no way warrant that the above-required minimum insurer rating is sufficient to protect Vintage from potential insurer insolvency.

(g) Verification of Coverage: Vintage shall furnish ADOT and the City with certificates of insurance (ACORD form or equivalent approved by the State of Arizona and the City) as required by this Agreement. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona and the City before any activity contemplated by this Agreement commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of any activity contemplated by this Agreement and remain in effect for the duration of any activity contemplated by this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of this Agreement.

All certificates required by this Agreement shall be sent directly to ADOT and the City. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona and the City reserve the right to require complete copies of all insurance policies required by this Agreement at any time.

(h) Subcontractors: Vintage's certificate(s) of insurance shall include all subcontracts as insured under its policies; or Vintage, at its sole election, shall furnish or cause its subcontractors to furnish to ADOT and the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

(i) Approval: Any modification or variation from the insurance requirement of this Agreement shall be made by ADOT in consultation with the Department of Administration, Risk Management Division and the City's Risk Management Division. Such action will not require a formal amendment to this Agreement, but may be made by administrative action.

B. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles).

C. Cancellation. This Agreement may be terminated or cancelled by a Party at any time prior to execution of an implementation agreement between ADOT and Vintage upon thirty (30) day written notice to the other Parties.

D. Lobbying Activities. Vintage certifies that, to the best of Vintage's knowledge and belief, no federal, state or local appropriated funds have been paid or will be paid by or on behalf of Vintage, to any person for influencing or attempting to influence an employee of any federal, state or local agency, member of Congress, City elected officials, an officer or employee of Congress, or an employee of a Member of Congress, an employee of the State of Arizona or the City in connection with the awarding of any federal, state or local contract, the making of any federal, state or local grant, the making of any federal, state or local loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification for any federal, state or local contract, grant, loan or cooperative agreement. Vintage also certifies that it shall require all subcontractors to make the foregoing certification and disclosure in their subcontracts with Vintage, and shall include the certification and disclosure provisions set forth above in all subcontracts that exceed \$10,000.00. Notwithstanding the foregoing, it is acknowledged that Vintage has retained a consultant (who is a registered lobbyist) to advise Vintage, but Vintage acknowledges and agrees that no payment to such consultant has involved or will involve federal, state or local appropriated funds.

E. Compliance with Arizona Tax Laws. By signing this Agreement on behalf of Vintage, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Vintage and the Vintage is, to the best of the undersigned's knowledge, not in violation of any laws of the State of Arizona concerning payment of any and all taxes, fees, charges or levies imposed by any governmental entity.

F. Nondiscrimination. Vintage shall comply with State Executive Order No. 99-4 and all other applicable laws concerning nondiscrimination, including but not limited to the Americans with Disabilities Act.

G. Maintenance and Inspection of Records. Vintage shall maintain hard copies of all work product and similar records related to this Agreement in a reasonably accessible location within Flagstaff or Phoenix metropolitan area. In addition, Vintage shall maintain electronic versions of all work product and similar records to the greatest extent possible accessible from those locations. Vintage shall retain and preserve all such records for a period of 10 years from the end of this agreement or the end of the implementation agreement, whichever is longer. For the duration of this Agreement and the 10 year period of records retention, Vintage shall make all such records relating to this Agreement available during normal working hours for inspection, audit or copying by ADOT or ADOT's representatives, for any purpose related to this Agreement, including monitoring Vintage's performance and verifying Vintage's compliance with the terms and conditions of this Agreement. Vintage shall require in any subcontract that its subcontractors retain their work product and similar records relating to activities undertaken pursuant to this Agreement for the same time period and under the same conditions as those relating to the records of Vintage.

H. No Partnership. This Agreement does not establish, and shall not be construed as, a legal partnership between the Parties.

I. Certifications and Registrations. Vintage certifies that it shall require and, upon ADOT's request, will provide evidence that all principals, employees and subcontractors of Vintage performing services under this Agreement hold all required professional certifications and registrations in compliance with all applicable laws.

J. Subcontracts. All subcontracts for or relating to activities to be performed under this Agreement shall be in writing, and Vintage shall include in each such subcontract terms and conditions sufficient to require compliance by the subcontractors with all applicable requirements of this Agreement. Inclusion of the provisions in subcontracts as required in this Agreement is subject to audit by ADOT.

K. Restrictions on Assignment and Transfer. Owing to the nature of the P3 Project, including the selection of Vintage because of its unique qualifications and ownership of (or unconditional right to acquire) the Vintage Property, no assignment of the rights granted to Vintage under this Agreement shall occur without the prior written consent of ADOT and the City, which consent may be given or withheld in ADOT's and the City's reasonable discretion. Any purported assignment, transfer or conveyance in violation of this Section shall be void and shall vest no rights in the purported assignee or transferee.

L. Limited Severability. Each Party believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring ADOT or the City to do any act in violation of any Applicable Laws, constitutional provision, regulation, code or charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such

circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed. For purposes of this Agreement, the term “Applicable Laws” means the federal, state, county and local laws (statutory and common law), ordinances, rules, regulations, permit requirements, and other requirements and official policies of the State of Arizona and of the City which apply or are in effect as of the Effective Date

M. Construction. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

N. Notices.

(1) Addresses. Except as otherwise required by law, any notice required or permitted under this Agreement shall be in writing and shall be given by (a) personal delivery, (b) by United States Postal Service certified mail, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Section, or (c) by any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), for next-day delivery, delivery charges prepaid:

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| If to ADOT: | Arizona Department of Transportation Attn: _____ 206 South 17 th Avenue, MDA _____ Phoenix, Arizona 85007 |
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|--------------------------|---|
| With a required copy to: | Arizona Attorney General’s Office Attn: Bryan B. Perry, Esq. 1275 West Washington Street Phoenix, Arizona 85007-2926 |
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| If to the City: | City of Flagstaff Attn: City Manager 211 West Aspen Avenue Flagstaff, Arizona 86001-5359 |
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| With a required copy to: | City of Flagstaff Attn: City Attorney 211 West Aspen Avenue |
|--------------------------|---|

Flagstaff, Arizona 86001-5359

If to Vintage:

Vintage Partners, LLC
Attn: David C. Scholl
2502 East Camelback Road, Suite 214
Phoenix, Arizona 85016

With a required copy to:

Dickinson Wright PLLC
Attn: Gary L. Birnbaum, Esq.
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004-4568

(2) Effective Date of Notices. Any notice sent by United States Postal Service certified mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt (or refusal to accept receipt) by the addressee.

O. Time of Essence. Time is of the essence of this Agreement and each provision hereof.

P. Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

Q. Waiver. Without limiting the other terms or provisions of this Agreement, the Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

R. No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement.

S. Exhibits. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

T. Integration. Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof

and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement.

U. Consents and Approvals. Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use or other matter, such consent or approval shall be given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise.

V. Amendment. No change or addition is to be made to this Agreement except by written amendment executed by all of the Parties. Upon amendment of this Agreement as established herein, references to "Agreement" shall mean this Agreement as amended. If, after the effective date of any amendment(s), the parties find it necessary to refer to this Agreement in its original, unamended form, they shall refer to it as the "Original Development Agreement." When the Parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.

W. Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

X. Conflict of Interest Statute. This Agreement is subject to, and may be terminated by the City or the State of Arizona in accordance with the provisions of A.R.S. §38-511.

Y. Waiver. Vintage hereby waives and releases the City from any and all claims under A.R.S. § 12-1134, et seq., including any right to compensation for reduction to the fair market value of all or any part of the Vintage Property as a result of the rezoning of the Vintage property, or of the ADOT Property and the City Property following conveyance to Vintage. The terms of the foregoing waiver shall run with the Vintage Property and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.


Z. Effective Date. The effective date of this Agreement (the "Effective Date") shall be the date of its recordation in the Official Records of Coconino County, Arizona, in accordance with the terms of A.R.S. §9-500.05.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement to be effective as of its Effective Date.

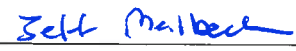
“ADOT”

ARIZONA DEPARTMENT OF
TRANSPORTATION

By: 
Name: FLOYD ROBERTS, JR.
Title: Deputy Director
Date: 22 Jan '15

“CITY”

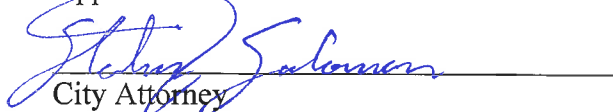
CITY OF FLAGSTAFF,
an Arizona municipal corporation

By: 
Name: Jeff
Title: Manager
Date: 2/2/15

Attested:


City Clerk

Approved:


City Attorney

“VINTAGE”

VINTAGE PARTNERS, LLC
an Arizona limited liability company


By: 
Name: MICHAEL C. TREADWELL
Title: Manager
Date: 1-26-15

EXHIBIT "A"**PARCEL NO. 1:**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST BOUNDARY LINE OF OAK CREEK HIGHWAY, AND THE SECTION LINE BETWEEN SECTION 21 AND 28, TOWNSHIP 21 NORTH, RANGE 7 EAST, WHICH IS NORTH 89° 55' EAST, 1336.8 FEET FROM SECTION CORNER COMMON TO SECTIONS 20, 21, 29 AND 28, WHICH IS THE SOUTHEAST CORNER OF THE PLOT TO BE CONVEYED;

THENCE NORTH 1° 23' WEST 760 FEET, WHICH IS THE NORTHEAST CORNER OF PLOT TO BE CONVEYED;

THENCE SOUTH 89° 55' WEST 286.57 FEET, WHICH IS THE NORTHWEST CORNER OF THE PLOT TO BE CONVEYED;

THENCE SOUTH 1° 23' EAST, 760 FEET, WHICH IS THE SOUTHWEST CORNER OF THE PLOT TO BE CONVEYED;

THENCE NORTH 89° 55' EAST, 286.57 FEET, WHICH IS THE POINT OF BEGINNING.

PARCEL NO. 2:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EXISTING FLAGSTAFF SHOP SITE ON THE SOUTH LINE OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, FROM WHENCE THE SOUTHWEST CORNER OF SECTION 21 BEARS SOUTH 89° 55' WEST 1050.23 FEET;

THENCE NORTH 1° 23' WEST ALONG THE WEST LINE OF SAID SHOP SITE 760 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 89° 55' EAST ALONG THE NORTH LINE OF SAID SHOP SITE 286.57 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE NORTH 1° 23' WEST 150 FEET;

THENCE SOUTH 89° 55' WEST 386.57 FEET;

THENCE SOUTH 1° 23' EAST 910 FEET TO A POINT ON THE AFORESAID SOUTH SECTION LINE;

THENCE NORTH 89° 55' EAST ALONG SAID SECTION LINE 100 FEET TO THE POINT OF BEGINNING.

Exhibit B

PARCEL NO. 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, BEARING NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 950.23 FEET FROM THE SECTION CORNER COMMON TO SECTION 20, 21, 28 AND 29, TOWNSHIP 21 NORTH, RANGE 7 EAST;

THENCE NORTH 1 DEGREES 23 MINUTES WEST A DISTANCE OF 1175.80 FEET; THENCE SOUTH 88 DEGREES 04 MINUTES 12 SECONDS WEST A DISTANCE OF 413.66 FEET;

THENCE SOUTH 2 DEGREES 45 MINUTES 42 SECONDS WEST A DISTANCE OF 131.33 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A 1382.40 FOOT RADIUS CURVE, CONCAVE TO THE EAST A DISTANCE OF 602.58 FEET TO A POINT OF TANGENT;

THENCE SOUTH 22 DEGREES 12 MINUTES 48 SECONDS EAST ALONG THIS TANGENT LINE A DISTANCE OF 476.74 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 21;

THENCE NORTH 89 DEGREES 55 MINUTES EAST ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 166.90 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL NO. 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEARING NORTH 1 DEGREES 23 MINUTES WEST A DISTANCE OF 910.00 FEET FROM A POINT ON THE SOUTH LINE OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST THAT BEARS NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 950.23 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 21;

THENCE NORTH 1 DEGREES 23 MINUTES WEST A DISTANCE OF 35.01 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 386.57 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 89A, ACCORDING TO BOOK 6 OF PROMISCUOUS RECORDS, PAGE 315, RECORDS OF COCONINO COUNTY, ARIZONA;

THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 89A A DISTANCE OF 35.00 FEET MORE OR LESS;

THENCE SOUTH 89 DEGREES 55 MINUTES WEST A DISTANCE OF 386.57 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Exhibit C

"

PARCEL NO. 1:

LOT 14, WOODLANDS VILLAGE UNIT ONE, ACCORDING TO CASE 4, MAP 62, 62A AND AFFIDAVIT OF CORRECTION RECORDED IN DOCKET 1156, PAGE 392, RECORDS OF COCONINO COUNTY, ARIZONA;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM UNITED STATES OF ARIZONA.

PARCEL NO. 2:

LOT 53, WOODLANDS VILLAGE UNIT THREE, ACCORDING TO CASE 4, MAPS 131 THROUGH 131B, INCLUSIVE, RECORDS OF COCONINO COUNTY, ARIZONA;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM UNITED STATES OF ARIZONA.

When recorded, return to:

**REINSTATEMENT OF, AND FIRST AMENDMENT TO,
PRE-DEVELOPMENT AGREEMENT**

This Reinstatement of, and First Amendment to, Pre-Development Agreement (this “**Amendment**”) is entered into effective as of August 3, 2017 (“1st **Amendment Date**”), by and between Arizona Department of Transportation, a division of the State of Arizona (“**ADOT**”), the City of Flagstaff, an Arizona municipal corporation (“**City**”) and Vintage Partners, LLC, an Arizona limited liability company (“**Vintage**”).

WHEREAS, ADOT, the City, and Vintage are parties to that certain Pre-Development Agreement with an Effective Date of March 17, 2015, which is the date of its recordation in the Official Records of the Coconino County, Arizona as Instrument Number 2015-023 (the “**Agreement**”). Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Agreement; and

WHEREAS, the term of the Agreement has expired in accordance with Section 5 thereof; and

WHEREAS, the Parties now desire to reinstate the Agreement, to acknowledge certain matters thereunder, and to amend the Agreement, in accordance with this Amendment.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows with respect to the Agreement:

1. Reinstatement; Extension of Term. Subject to the terms hereof, the Agreement is hereby reinstated. The date of “June 30, 2016” in subsection (4) of Section 5 of the Agreement is hereby deleted and replaced “December 31, 2017”.

2. Deletion of Section 4. Section 4 of the Agreement is hereby deleted in its entirety.

3. Other Pre-development Activities.

A. Completed Activities. The Parties acknowledge that they have completed the following acts and undertakings with respect to the P3 Project:

1. Vintage submitted to ADOT the revised site plan and revised office space plan for the Vintage Property, and ADOT approved

the plans on October 6, 2016 giving Vintage authorization to proceed with Design Development efforts;

2. Vintage submitted to City for Site Plan, Preliminary Plat, Conditional Use Permit; and Rezoning for the ADOT Property and City Property on May 2, 2017
3. Vintage submitted to City for 4th^d Concept Plan review and approval for the new ADOT office/public service use at the Vintage Property on April 6, 2017 and the application was found complete on May 22, 2017..

B. Schedule for Additional Activities. The Parties shall exercise good faith and Commercially Reasonable Efforts (efforts which use a standard of reasonableness determined by what a similar person or entity would do according to the standards of the land use and development industry) to proceed with the following additional acts and undertakings with respect to the P3 Project on the target schedule set forth below, which schedule is not a representation of agreement binding upon any of the Parties, but simply reflects current pre-development discussions and projections as of the date of this Agreement:

- 1.
2. 3. 150 days from the 1st Amendment Date - Vintage must obtain City staff completeness and substantive approval of its Site Plan, Direct Ordinance Zoning Map Amendments and regional plan amendment;
4. Within 180 days from the 1st Amendment Date - The ADOT Property Rezoning, City Rezoning, site plan and development agreement completed and decided upon by City of Flagstaff (at City's sole discretion);
5. Within 180 days from the 1st Amendment Date – Execution of Implementation Agreement between ADOT and Vintage, IGA between ADOT and the City, Development Agreement between the City and Vintage, and all other required agreements.

C. Implementation Agreement. ADOT and Vintage will undertake the negotiation and drafting of an Implementation Agreement to be executed by them prior to any construction activity being undertaken by Vintage on the Vintage Property in connection with the construction of the New ADOT Facilities. If ADOT and Vintage fail to execute an Implementation Agreement, this agreement and the Project shall terminate and neither party shall have any claim or cause of action against another Party relating to this Agreement.


4.. Agreement in Effect. Except as provided herein, the Agreement is in full force and effect and accordance with its terms. This Amendment may be signed in counterparts.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Amendment to be effective as of its date first set forth above.

“ADOT”

ARIZONA DEPARTMENT OF
TRANSPORTATION

By: 
Name: FLOYD ROEHRICH, JR.
Title: Director ~~Executive officer~~
Date: 27 Aug. 17

“CITY”

CITY OF FLAGSTAFF,
an Arizona municipal corporation

By: _____
Name: _____
Title: Manager
Date: _____

Attested:


City Clerk

Approved:

City Attorney

“VINTAGE”

VINTAGE PARTNERS, LLC,
an Arizona limited liability company

By: 
Name: MICHAEL TREADWELL
Title: Manager
Date: 8-9-17

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Caleb Blaschke, Assistant to the City Manager
Date: 08/17/2017
Meeting Date: 08/21/2017



TITLE:

Statement: By Mayor and City Council denouncing the recent events in Charlottesville, Virginia by white supremacists and nationalists.

RECOMMENDED ACTION:

Staff recommends that City Council review and approve the attached statement that denounces the violence that occurred in Charlottesville, Virginia by the white supremacists and nationalists and advocates for diversity and inclusivity among all individuals.

Executive Summary:

At the August 15, 2017 City Council meeting, during public comment, John Kaltenstein requested that that City Council issue a statement denouncing and condemning white supremacists and white nationalists for the events that occurred in Charlottesville, Virginia on August 12, 2017.

During the request for future item portion of the meeting, Councilmember Barotz acknowledged Mr. Kaltenstein's comments regarding such a statement from the Council. Councilmember Bartotz then requested that staff prepare a such a statement and put the statement on the next Council agenda review for possible approval. All Councilmembers agreed.

Attached is a statement drafted by staff for Council's review and approval.

Financial Impact:

None.

Connection to Council Goal and/or Regional Plan:

Reaffirms the City's commitment to diversity through its Strategic Plan that outlines Social Justice as one of its twelve goals.

Previous Council Decision on This:

On August 15, 2017, the Mayor and Council unanimously voted in support of Resolution No. 2017-28: a resolution of the City Council of the City of Flagstaff, Arizona reaffirming the City's commitment to diversity.

Options and Alternatives:

None.

Community Involvement:

Inform

Attachments:

Letter

Diversity Res



City of Flagstaff

OFFICE OF THE MAYOR

As Mayor of the City of Flagstaff and on behalf of the City Council, we stand with Charlottesville, VA in opposition to those individuals and groups that teach hate, bigotry, and intolerance. We offer our sincere condolences to the family of Heather Meyer and support the other victims and their families and the City of Charlottesville as they try to heal from the tragic events that occurred there on Saturday, August 12th.

Like many in our nation, members of the Flagstaff community watched in disbelief and sadness as the events unfolded. We cannot and should not ignore the hateful rhetoric espoused by the KKK, neo-Nazis, white supremacist groups and any other groups that seek to divide our country through racism and intolerance.

On August 15th, the Mayor and City Council unanimously reaffirmed its commitment to diversity, equality, and community by adopting City Resolution 2017-28. As Senator John McCain (R-AZ) recently said, “our Founders fought a revolution for the idea that all men are created equal.” We, likewise, reaffirm that statement and call upon local, state and federal elected officials throughout our country to protect and advance the rights of all individuals regardless of their race, ethnicity, nationality, gender, sexual orientation, socio economic status, age, physical and mental capabilities, and religious beliefs, and to create a culture of inclusivity and respect for all.

Mayor Coral J. Evans

August 17, 2017

City of Flagstaff



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA. REAFFIRMING THE CITY'S COMMITMENT TO DIVERSITY

RESOLUTION NO. 2017-28:

WHEREAS all humans possess unique, rich cultural histories, backgrounds and personal experiences deserving of universal respect and acceptance;

WHEREAS diversity includes but is not limited to differences in race, ethnicity, nationality, gender, gender identity, sexual orientation, socio-economic status, age, physical and/or mental capabilities, and religious beliefs;

WHEREAS a rich array of diversity exists within the City of Flagstaff;

WHEREAS consistent with a commitment to freedom of expression and conscience, all members the Flagstaff community have the right to express their beliefs;

WHEREAS the City of Flagstaff has reaffirmed its commitment to diversity through its Strategic Plan that outlines Social Justice as one of its twelve goals;

WHEREAS the Mayor and City Council of Flagstaff have a history of supporting the advancement of diversity through Chapter 14 of the Civil Rights Ordinance, Resolution 2006-62 Partnership with the National League of Cities in Working Towards Inclusive Communities and Affirming the City of Flagstaff's Commitment Promoting Inclusion in Our Community, and Resolution 2008-68 Declaring Flagstaff to be a "Gold Rule City;"

NOW, THEREFORE, BE IT RESOLVED BY MAYOR AND THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS: that they reaffirm their support of a diverse community environment that provides an inclusivity for all. They endeavor to support, promote, and advance inclusion in the community through programming, work, and outreach.

BE IT FURTHER RESOLVED that the Mayor and City Council of Flagstaff desire to be an active participant in advancing a culture of inclusivity within the City. They are ready to support and engage in conversations and actions that further a culture of inclusivity. They support and encourage actions to ensure the rights of all individuals in our City including but not limited to any group, regardless of race, ethnicity, nationality, gender, gender identity, sexual orientation, socio-economic status, age, physical and/or mental capabilities, and religious beliefs.

FURTHERMORE the Mayor and the City Council of Flagstaff call upon all members of our community to individually and collectively support and advance a culture of inclusivity in the City of Flagstaff.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of August, 2017.