

FINAL AGENDA
***A M E N D E D**

**REGULAR COUNCIL MEETING
TUESDAY
FEBRUARY 6, 2018**

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

4:30 P.M. MEETING

Individual Items on the 4:30 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR EVANS

VICE MAYOR WHELAN

COUNCILMEMBER BAROTZ

COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD

COUNCILMEMBER OVERTON

COUNCILMEMBER PUTZOVA

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes:** Joint Council Work Session with Planning and Zoning Commission of November 8, 2017; Work Session of January 9, 2018; Special Work Session of January 10, 2018; Special Meeting (Executive Session) of January 16, 2018; Regular Meeting of January 16, 2018; Special Work Session of January 23, 2018; and Special Meeting (Executive Session) of January 30, 2018.

5. **PUBLIC PARTICIPATION**

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

6. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Proclamation - February as Black History Month***
- B. **Proclamation stating February is Craft Beer Month and a Commendation from Governor Ducey recognizing Flagstaff, Arizona as a Leading Craft Beer City.**
(*CHANGED FROM ITEM 6-A TO 6-B)

STAFF RECOMMENDED ACTION:

- 1) Mayor Evans to read proclamation and commendation.
- 2) Mayor, Vice Mayor, Councilmembers and Flag 8 photo after proclamation and commendation.
- 3) Lori Pappas, Marketing and Media Relations Manager, will present our city-wide efforts to recognize and assist the Flag 8 brewery district.

7. **CONSENT ITEMS**

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

- A. **Consideration and Approval of the Abandonment of Final Plat:** Request to abandon the final plat for the Condominiums @721 San Francisco; site is .44-acre in size and is located at 721 N San Francisco Street in the Single-family Residential Neighborhood (R1N), zone.

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission unanimously recommends approving the abandonment of the final plat, and authorizing the Mayor to sign the plat when notified by staff that all documents are ready for recording.

- B. **Consideration and Approval of Final Plat:** Request from Rick Natenberg, for the subdivision of Grand Summit Condominiums, approximately .70-acre (34,347 square feet) in the Single-family Residential Neighborhood (R1N) zone to be converted into 12 condominium units. Please see Page 1 of the Final Plat attachment for the Vicinity and Site Maps.

STAFF RECOMMENDED ACTION:

Staff recommends that City Council approve the Final Plat and authorize the Mayor to sign both the Final Plat and City/Subdivider Agreement when notified by staff that the documents are ready for recordation.

8. ROUTINE ITEMS

- A. Consideration and Adoption of Resolution No. 2018-07:** A resolution of the Flagstaff City Council approving an Intergovernmental Agreement for Inmate Work. ***(IGA with the State of Arizona Department of Corrections, on behalf of Arizona State Prison Complex-Winslow) (*CHANGED FROM ITEM 8-D TO 8-A)***

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2018-07 by title only
- 2) City Clerk reads Resolution No. 2018-07 by title only (if approved above)
- 3) Adopt Resolution No.2018-07

- B. Consideration and Approval of Amendment Two, Lease Agreement:** Between the City of Flagstaff and Theatrikos, Inc. ***(Lease of City building for theater)***

STAFF RECOMMENDED ACTION:

Approve Amendment Two to the Lease Agreement between City of Flagstaff and Theatrikos, Inc.

- C. Consideration and Adoption of Ordinance No. 2018-07:** An ordinance of the City Council of the City of Flagstaff, amending Title 8 of the Flagstaff City Code, *Public Ways and Property*, Chapter 8-09, *Utility Poles and Wires*, relating to wireless facilities in the right-of-way; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date; and

Consideration and Adoption of Resolution No. 2018-01: A resolution of the City Council of the City of Flagstaff, Arizona, approving licensing, standard terms, and standard design requirements all relating to wireless facilities and poles in the right-of-way; and establishing an effective date.

(*CHANGED FROM ITEM 8-A TO 8-C)

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2018-07 by title only for the final time
- 2) City Clerk reads Ordinance No. 2018-07 by title only (if approved above)
- 3) Adopt Ordinance No. 2018-07
- 4) Read Resolution No. 2018-01 by title only
- 5) City Clerk reads Resolution No. 2018-01 by title only (if approved above)
- 6) Adopt Resolution No. 2018-01

- D. **Consideration and Approval of Contract:** Rio de Flag Water Reclamation Plant, Ultraviolet Disinfection System Equipment Replacement Project. (***CHANGED FROM ITEM 8-C TO 8-D**)

STAFF RECOMMENDED ACTION:

Approve the construction contract with Schofield Civil Construction, LLC (Schofield Civil Construction) for the purchase and installation of new Ultraviolet Disinfection Equipment at the Rio de Flag Water Reclamation Plant for a total contract amount not to exceed \$1,247,000.00, with a 365 day contract period (Project); and authorize the City Manager to execute the necessary documents.

- E. **Consideration and Approval:** 2018 FAA Passenger Facility Charge (PFC) Application

STAFF RECOMMENDED ACTION:

Approve the 2018 FAA Passenger Facility Charge (PFC) application and authorize the City Manager to make non-substantive adjustments as necessary to address FAA requests.

- F. **City Manager Awards.**

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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9. **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

10. **PUBLIC PARTICIPATION**

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

12. **PUBLIC HEARING ITEMS**

PLEASE NOTE: The Public Hearing on the High Occupancy Housing Specific Plan scheduled for February 6, 2018, will be held on February 20, 2018.

- A. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2018-10:** An ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 1.502 acres of real property generally located at 3051 W Shamrell Boulevard from the Research and Development (RD) zone to the Highway Commercial (HC) zone for the development of an Automotive Service Station with Convenience Store. ***(Swift Travel Center Direct to Ordinance Zoning Map Amendment)***

STAFF RECOMMENDED ACTION:

At the February 6, 2018 Council Meeting:

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2018-10 by title only for the first time
- 3) City Clerk reads Ordinance No. 2018-10 by title only (if approved above)

At the February 20, 2018 Council Meeting:

- 4) Read Ordinance No. 2018-10 by title only for the final time
- 5) City Clerk reads Ordinance No. 2018-10 by title only (if approved above)
- 6) Adopt Ordinance No. 2018-10

13. **REGULAR AGENDA**

- A. **Discussion/Direction:** Current Issues Before Arizona Legislature and Federal Issues.
- B. **Consideration and Possible Adoption of Ordinance No. 2018-09:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code by amending Title 7, *Health and Sanitation*, Chapter 7-04-001-0006, *Regulations*, to add provisions regarding the submittal of a Materials Management Plan in conjunction with a Site Plan Application for New or Expanded Non-Residential or Multi-Family Developments; and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the February 6, 2018 Council Meeting:

- 1) Read Ordinance No. 2018-09 by title only for the first time
- 2) City Clerk reads Ordinance No. 2018-09 by title only (if approved above)

At the February 20, 2018 Council Meeting:

- 3) Read Ordinance No. 2018-09 by title only for the final time
- 4) City Clerk reads Ordinance No. 2018-09 by title only (if approved above)
- 5) Adopt Ordinance No. 2018-09

- C. **Consideration and Possible Adoption of Ordinance No. 2018-11:** An ordinance of the Flagstaff City Council authorizing the acquisition of approximately 2.09 acres of Real Property at the Southwest corner of Locket Road and Fanning Avenue, Assessor parcel number 108-05-003B for Affordable Housing, providing for severability, delegation of authority, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the February 6, 2018, Council Meeting:

- 1) Read Ordinance No. 2018-11 by title only for the first time
- 2) City Clerk reads Ordinance No. 2018-11 by title only (if approved above)

At the February 20, 2018, Council Meeting:

- 3) Read Ordinance No. 2018-11 by title only for the final time
- 4) City Clerk reads Ordinance No. 2018-11 by title only (if approved above)
- 5) Adopt Ordinance No. 2018-11

- D. **Consideration and Possible Adoption of Ordinance No. 2018-12:** An ordinance of the City Council of the City of Flagstaff authorizing the abandonment of any right-of-way in the remnant property located along the east side of South Elden Street, directing the remnant property to be combined with the adjacent City Property located at 303 South Lone Tree Road, Assessor parcel number 104-19-117, and reserving an easement for continuation of utility uses; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the February 6, 2018, Council Meeting:

- 1) Read Ordinance No. 2018-12 by title only for the first time
- 2) City Clerk reads Ordinance No. 2018-12 by title only (if approved above)

At the February 20, 2018, Council Meeting:

- 3) Read Ordinance No. 2012-12 by title only for the final time
- 4) City Clerk reads Ordinance No. 2018-12 by title only (if approved above)
- 5) Adopt Ordinance No. 2018-12

14. DISCUSSION ITEMS

- A. **Discussion:** Review of Conditional Use Permit process and possibility of modifying the current process to have Planning and Zoning Commission make a recommendation to Council with the final decision being made by Council.

15. FUTURE AGENDA ITEM REQUESTS

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

- A. **Future Agenda Item Request (F.A.I.R.):** A request by Vice Mayor Whelan to place on a future agenda a discussion about current practices and review of past practices, focused on the assignment of contingencies, including owner contingency, contractor contingency, CMAR and review of process of change order allowance.

16. **COUNCIL LIAISON REPORTS**

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

18. **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 _____, 2018.

Elizabeth A. Burke, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 02/02/2018
Meeting Date: 02/06/2018



TITLE

Consideration and Approval of Minutes: Joint Council Work Session with Planning and Zoning Commission of November 8, 2017; Work Session of January 9, 2018; Special Work Session of January 10, 2018; Special Meeting (Executive Session) of January 16, 2018; Regular Meeting of January 16, 2018; Special Work Session of January 23, 2018; and Special Meeting (Executive Session) of January 30, 2018.

RECOMMENDED ACTION:

Amend/approve the minutes of the Joint Council Work Session with Planning and Zoning Commission of November 8, 2017; Work Session of January 9, 2018; Special Work Session of January 10, 2018; Special Meeting (Executive Session) of January 16, 2018; Regular Meeting of January 16, 2018; Special Work Session of January 23, 2018; and Special Meeting (Executive Session) of January 30, 2018.

EXECUTIVE SUMMARY:

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

INFORMATION:

COUNCIL GOALS:

COMMUNITY OUTREACH

Enhance public transparency and accessibility.

Attachments: [11.08.2017.CWSPZ.Minutes](#)
 [01.09.2018.CCWS.Minutes](#)
 [01.10.2018.CCSWS.Minutes](#)
 [01.16.2018.CCSMES.Minutes](#)
 [01.16.2018.CCRM.Minutes](#)
 [01.23.2018.CCSWS.Minutes](#)
 [01.30.2018.CCSMES.Minutes](#)

JOINT WORK SESSION WITH
PLANNING AND ZONING COMMISSION
WEDNESDAY, NOVEMBER 8, 2017
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M.

1. Call to Order

The Joint Work Session of November 8, 2017, was called to order at 4:05 p.m.

2. Roll Call

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

PRESENT:

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

ABSENT:

NONE

PLANNING AND ZONING COMMISSION:

PRESENT:

CHAIRMAN CARPENTER
COMMISSIONER WHEELER
COMMISSIONER DR. MARTINEZ
COMMISSIONER STIGMON
COMMISSIONER JONES
COMMISSIONER DUNN

ABSENT:

COMMISSIONER ZIMMERMAN

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

3. Joint P&Z Commission and City Council Citizen's Review Session – High Occupancy Housing Specific Plan and related Regional Plan Amendments

Planning Director Dan Folke gave an introduction and turned the presentation over to Ms. Dechter, who gave a PowerPoint presentation on the proposed High Occupancy Specific Plan and answered questions from Commissioners and Councilmembers.

Public Comment

- Deborah Harris, resident
- Charlie Silver, resident
- Maury Herman, resident

Topics Discussed were as follows:

- Social justice, honorable population and creativity
- NAU needs to be involved in discussion
- Supports NAU in continuing to build High Occupancy Housing
- Supports “old town” and “new town”
- HOH not appropriate in “old town”
- Place making/keeping
- Activity centers
- Prop 207
- TIAs

Below is a summary of the direction given by the majority of the Planning and Zoning Commission and City Council to proceed with the specific plan:

Problem Statement	Direction
The Sawmill (U2) activity center overlaps too much of the Southside National historic district.	Move the activity center, because this will clarify and reduce the conflict related to new housing projects in the eastern portion of the Southside neighborhood
The Regional Plan needs to be clearer about our expectations for connectivity in Activity Centers. The public believes there should be stronger historic preservation language in the Plan	<ul style="list-style-type: none"> • Amend policies HOH.2.7, 2.8, and 2.9 and all the policies under the Historic Preservation goal directly to the Regional Plan under the Activity Center goal LU.18 and Community Character Goal CC.1. • Clarify that HOH.2.9 refers to pedestrian and not vehicle access • Reference these new goals and policies in the HOH Plan
Height, bulk, mass and scale of HOH in areas where these projects are currently allowed is something that concerns the public.	<p>Add the following implementation strategies:</p> <ul style="list-style-type: none"> • Amend the Zoning Code to lower the building height in the conventional Community Commercial (CC) zone to 45 feet and see if there are any requests for waivers or claims. • Amend the Zoning Code to set a maximum density (units and bedrooms) for all high density and mixed use buildings. • Add step backed or “wedding cake” • Amend the Zoning Code to change how building height is measured to ensure height limitations are interpreted correctly. • Add a policy or implementation strategy to continue evaluating height as part of area and corridor plans.
The Regional Plan, Zoning Code, and Parks policies misaligned in terms of creating park and civic spaces in activity centers.	<ul style="list-style-type: none"> • Direct the Parks department to update the policy to not accept parks smaller than 2 acres and in the future allow for the acceptance of smaller parks under certain conditions and along with a discussion of parks funding impacts and mechanisms. • Route this policy update to Planning and Zoning Commission, Public Arts and Beautification, Historic Preservation Commission and the Parks and Recreation Commission. • Consider also how linear parks are park-like spaces that are organized along roads, streams and alleys can serve these areas. • Put this as a short-term priority rather than long term.
In order to attract new HOH projects to the Future Activity centers, we need to incentivize their development to full potential	Add an implementation strategy about the importance of investing in the infrastructure to support development of new activity centers that can support HOH, especially in the JW Powell and Butler Ave. area.

More clarity is needed in the illustrations	<ul style="list-style-type: none"> • Add photos to show real world examples of old and new construction side-by side and where we think the elements of the Hoh Plan been implemented within the community • Add people to the 3D illustrations for scale purposes • Show a few building scale examples of density, bedrooms, and FAR within the larger illustration
Emphasize the Historic core protections that plan is adding.	<ul style="list-style-type: none"> • Organize or highlight the policies that keep large scale HOH out of the central historic core and make their important and relationship clearer.

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Issues discussed but not resolved, that may move on to additional City Council Work Sessions:

- Mapping the desirability of HOH with the community
- Reclaimed water in HOH projects

4. Adjournment

The Joint Work Session of the Flagstaff City Council and Planning and Zoning Commission held November 8, 2017, adjourned at 6:50 p.m.

MAYOR

ATTEST:

CITY CLERK

WORK SESSION
TUESDAY, JANUARY 9, 2018
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

WORK SESSION

1. Call to Order

Mayor Evans called the meeting of January 9, 2018, to order at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the Pledge of Allegiance and Councilmember Barotz read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. **ROLL CALL**

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

PRESENT:

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

ABSENT:

NONE

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

4. Public Participation

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

Michael Dunn Jr. addressed Council about the cost of living, the need for affordable housing, the need for more participation in Council meetings and the disappearing scenery of Flagstaff.

Kathryn Jim addressed Council regarding unity and inclusion in Flagstaff including the creation of a liaison between the Police Department and the LGBTQ community. She also spoke about bringing back the City's co-sponsorship of various festivals.

5. Preliminary Review of Draft Agenda for the January 16, 2018, City Council Meeting.*

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

Councilmember Bartoz noted a correction needed in item 12B, the staff report states that the ban would be lifted by the Forest Service and it should be the Administration.

Councilmember Putzova requested additional information related to the Rio de Flag ballot measure discussion. She would like to have a list of property owners, the size and value of the properties within the 100 year flood zone that would relate to the Rio de Flag project.

Councilmember Odegaard asked for information about how an Engineer's estimate is calculated with regard to item 7C and 7D.

Councilmember Odegaard also requested to have the percentages for the different cities presented in the graph in item 12D regarding the Rio de Flag.

6. Petition - Wayside Horn Inequity; Diminished Quality of Life.

City Engineer Rick Barrett provided a PowerPoint Presentation that covered the following:

EASTSIDE WAYSIDE HORN PETITION
BACKGROUND
FLAGSTAFF DESIGNATED QUIET ZONE – MARCH 2010
FIVE RAILROAD GRADE CROSSINGS THROUGHOUT FLAGSTAFF
SUPPLEMENTAL SAFETY MEASURES FOR QUIET ZONES
FLAGSTAFF'S FIVE GRADE CROSSINGS
WAYSIDE HORNS
DIAGNOSTIC TEAM
STEVES AND FANNING CROSSINGS – OPTIONS TO CONSIDER

QUESTIONS AND DISCUSSION

Vice Mayor Whelan asked why it was decided that Steves and Fanning were to have wayside horns. Mr. Barrett explained that the initial options were wayside horns at all five intersections or true quiet at all five intersections. True quiet at all five intersections would have been a \$1.6 million expenditure. Wayside horns were only needed at two intersections due to safety measures already in place at the other three and it did not make sense to spend money on wayside horns that were not needed.

Mr. Barrett further explained that they looked at the Steves and Fanning intersections to see if they could operate as a one way street and the community rejected that idea. They then looked at the four quadrant gate and median options which resulted in the \$1.6 million cost for the construction and redesign.

Councilmember McCarthy stated that he feels it is worth reconsidering the median option; he also suggested closing the Fanning crossing.

Mayor Evans stated that the report indicated that the horns operate at a 90 degree angle and she asked if that could be reduced to a narrower width. Mr. Barrett stated that the angle is a function of the system; he is not sure if it can be adjusted but it might be worth looking into other equipment. Community Development Director Mark Landsiedel added that Flagstaff was one of the first in the country to do wayside horns, with the time that has passed the technology may have changed significantly.

Councilmember McCarthy suggested wayside horns that are smaller and lower to the ground, closer to where the cars and pedestrians are. By lowering the horns they may not have to be so loud.

Matt Nicholls addressed Council about the wayside horn noise and stated that residents in the area of the horns have been greatly impacted and it is especially troublesome in the summer when people want to have their windows open. He indicated that the duration of the horns is around 30 seconds and there are approximately 10 horns per train. Flagstaff limits light pollution to value the dark skies, he asked what value is placed on sound.

Councilmember McCarthy asked Mr. Nicholls if the wayside horns are better than the old system. Mr. Nicholls stated that it is debatable simply for the amount of time the horns are active. When the trains were blowing their horns it was for a significantly shorter duration.

Councilmember Overton stated that the wayside horns were meant to mimic the actual train horn and he would be curious about the duration because it does seem to go on for awhile. He suggested looking into whether the duration of the horns could be adjusted. Mr. Barrett stated that Public Works maintains the wayside horn system and he would need to confer with them on the duration. He offered that there are different train horn sounds available that may also be a better option. He will work with Public Works to get some additional information on both those options.

Mayor Evans stated that the minimum requirement for decibels is 92 but the Flagstaff horns are set at 95; she asked if the sound could be lowered to the minimum. Mr. Barrett stated that it was certainly an option to explore.

Councilmember Overton offered that safety is paramount and it is important to keep in mind that there is no compromise of the safety for the sound.

Council was supportive of staff looking at options available with the current system and other technologies that might be available. If those options are not satisfactory then additional options such as intersection re-design can be explored.

7. **Discussion:** Requiring For Sale signs at entrances of mobile home parks and written notification.

Mr. Solomon addressed Council stating that the item initially came forward as a FAIR item to Council to explore if the City has the ability to require mobile home park owners to place for sale signs at the property to notify prospective buyers that the park they are considering purchase in is up for sale or a sale is pending. Mr. Solomon explained that State law requires that 180 day notice be given to current occupants in a mobile home park that a sale or change of use is going to occur; the same statute has a requirement that anyone coming in as a prospective buyer after the notice to occupants has been sent, has to receive the same notice. The requirements are found in the Arizona Mobile Home Park Residential Landlord and Tenant Act that was passed in 1975 and it pre-empts cities from passing laws concerning mobile home parks. Mr. Solomon explained that there is little that the City can do in placing requirements on mobile home parks.

Mayor Evans stated that the current law was passed in 1975 and since then things have changed in how trailer parks operate and how trailers can move in and out of parks. Mobile homes of a certain age are unable be moved unless the wiring is completely re-done. She asked if there is any ability for the City to require mobile home parks to provide notice to people who move into the parks if the mobile home they are moving into can be moved and if they can be moved the requirements to do so. Many people have purchased trailer homes only to find out that the park was for sale or changing use, and now they have 180 days to move but the mobile home they own cannot be moved or must have significant upgrades to be moved.

Mr. Solomon stated that the age of the trailer is an issue and many parks do not allow mobile homes over ten years old. He will do some research regarding the different requirements surrounding the movement of mobile homes and report back to Council.

Councilmember Putzova suggested that the City engage with the owners when they request utilities from the City. Staff could provide them with information about the challenges that may arise with the mobile home. At the least, this would offer people information early on. Mr. Solomon stated that he will look into that option as well.

Councilmember Overton expressed concern about mobile home park owners just keeping the park perpetually for sale and state that the park may or may not be in existence at a later date. This kind of situation would not address the concern. He offered that making MH Zoning more available within the City might have a greater effect. He would like to better understand the State laws that allow the movement of mobile homes and the requirements associated with that transportation. He would also like to look for options to help residents who are displaced rather than just say they cannot move their trailer. He suggested identifying parks that are willing to accept older homes, identifying areas that can be developed as mobile home parks and County options.

Vice Mayor Whelan asked about setting aside monies to assist people faced with relocating their trailers. Mayor Evans stated that she requested that for discussion with the upcoming budget. Mr. Solomon offered that he does not see anything that would prevent Council from setting up this kind of fund.

Councilmember Odegaard asked if there is an agency that provides oversight for compliance

by park owners. Mr. Solomon explained that there is not a specific agency that he is aware of but anyone can file a complaint with the Attorney General's office.

Mr. Copley stated that he and Mr. Solomon will research the questions posed by Council and will report back at a later date.

8. Climate Action Planning: January Update

Climate and Energy Specialist Jenny Niemann provided a PowerPoint presentation that covered the following:

CLIMATE ACTION AND ADAPTATION PLAN QUARTERLY UPDATE
PLANNING TIMELINE
THE CLIMATE ACTION AND ADAPTATION PLAN
CURRENT WORK
TECHNICAL ANALYSIS: ANNUAL AVERAGES FOR COCONINO COUNTY
TECHNICAL ANALYSIS: GREENHOUSE GAS INVENTORY VALIDATION
COMMUNITY ENGAGEMENT STRATEGY
ENGAGEMENT PLAN TABLE
1ST OPEN HOUSE - JANUARY
2ND OPEN HOUSE - MARCH
3RD OPEN HOUSE - JULY
ADDITIONAL OUTREACH
STUDENT CLIMATE ACTION CHALLENGE
LOOKING AHEAD
SHOVEL-READY PROJECTS

Vice Mayor Whelan asked what kind of community involvement staff would like to see.

Ms. Neiman stated that a lot of people seem excited about the plan and there have been over 100 people sign up for the newsletter. The goal is to involve anyone who wants to be involved and have everyone be aware of the plan.

Vice Mayor Whelan asked if any pieces of the Paris Agreement were going to be incorporated into the plan. Ms. Neiman stated that the Paris Agreement is not something that has been specifically discussed as they have focused more on models of western cities. She offered that staff will bring the agreement up with the consultants for consideration and discussion.

Councilmember Putzova offered her appreciation for the efforts to engage the younger generations. She requested that all events are scheduled using Facebook so they can be shared to help get the word out. Mayor Evans also suggested some type of video that could be shared on social media to allow people who cannot attend functions in person to get the information that way.

Councilmember Odegaard stated that he is interested in the electric vehicle charging stations and suggested that through partnerships those could be installed in the more high traffic areas.

9. Discussion of Fiscal Year (FY) 2019 Council Budget Priorities.

Mr. Copley addressed the Council seeking direction on the FY19 Council Budget Priorities. This direction will help guide staff in preparing the budget framework for the upcoming budget retreats.

A break was held from 7:55 p.m. through 8:04 p.m.

Mr. Copley reviewed the goals and the attached changes (Exhibit A) were proposed by Council.

10. Review of Draft Agenda Items for the January 16, 2018, City Council Meeting.*

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

None

11. Public Participation

None

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

None

13. Adjournment

The Work Session of the Flagstaff City Council held January 9, 2018, adjourned at 8:57 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Mayor Evans called the Legislative Trip meeting to order at 8:00 a.m.

2. Roll Call

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

PRESENT:

MAYOR EVANS
VICE MAYOR WHELAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD

ABSENT:

COUNCILMEMBER BAROTZ
COUNCILMEMBER OVERTON
COUNCILMEMBER PUTZOVA

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

3. Traveling (5:00 a.m.) and Meeting (1st meeting at 8:00 a.m.) with Arizona State Legislators.

Council members and staff met at 5:00 a.m. at Flagstaff City Hall and traveled to Phoenix.

At 8:00 a.m. Council met with Scott Omer, Deputy Director of Operations with Arizona Department of Transportation (ADOT).

Outcome of the discussion included:

ADOT will assist the City with any questions about the process and design of the Dark Skies license plate once the legislature approves Representative Thorpe's bill. The City must pay an initial fee of \$32,000. The design must be legible to law enforcement. A representative from ADOT will work with the City throughout the process. Staff will be contacting the Dark Skies Coalition to provide an update.

ADOT discussed the HURF Swap Program and the funds available to cities, FMPO's and COG's. \$17 million may be available this upcoming fiscal year. These funds accelerate the ability to develop projects.

ADOT wants to develop stronger relationships with the airport manager and FBO and requested an introduction from City staff. ADOT would like to hold periodic meetings at the Flagstaff airport when discussing state aviation funds.

At 9:00 a.m. Council members met with Representatives Rebecca, Rios, Randal Friese and Charlene Fernandez.

Representative Randal Friese asked the City of Flagstaff to support his Bill for bump stock bans through a resolution or letter. Staff will provide his letter to Council. The Representatives asked Flagstaff to consider altering our Intergovernmental Priority from Gun Control to Gun Safety. The group was interested in being involved in future conversations with consulate cards. The Representatives were interested in what other states offer consulate cards. Staff will coordinate a future meeting with the Representatives and the Mexican Consulate General.

At 10:30 a.m. Council met with Jeffery Trillo, Assistant Director of Licensing and Administration with Arizona Department of Liquor Licenses and Control (DLLC).

Staff from the DLLC discussed the process for liquor license approval. Three groups can petition: the local governing body, citizens, and the DLLC. A petition by the local governing body triggers a review by the DLLC. The local governing body can ask the DLLC to petition with the City. Council shared that they represent the citizens and it is unfair for citizens to have to travel to Phoenix after petitioning to their elected Councilmembers. The Director recommended that citizens write letters. Council asked that the Board meet locally if a denial is to again occur. The Director stated that the Board has discussed having hearings locally. He also mentioned that letters and information provided by those petitioning is distributed to every board member and they take the time to review it.

Hearings only occur if there is a protest. The DLLC relies on the local governing body for temporary and permanent extensions. The Department operates by statutes and changes in statutes and operations would have to go through the legislators. If the local governing body denies the application, the applicant has 15 days to protest to the DLLC. After, a 35 day public notice must be given prior to the Board hearing.

If Council denies a future application, staff will request the meeting be held locally by the DLLC Board (Michael Toryan Board Chair determines schedule), gather letters from citizens and possibly utilize video conferencing if the Board is unable to meet locally. Council requested the recording from the meeting that the DLLC Board approved the application which the City Council denied. Council would like to get more local representatives on the DLLC Board (only 4/7 seats were filled for 3 year terms). City Council may be able to add a future Intergovernmental Priority to request that the DLLC Board provide a written explanation on why they approve licenses when the local governing board denies them.

At 12:00 p.m. Council met at Arizona Department of Environment Quality (ADEQ) with Havasupai Councilmembers Carletta Tilousi and Ophelia Watahaomogie; Attorney Margaret Vick; Attorney Matt McReynolds; Trevor Baggione, Water Quality Division Director; Amanda Stone, Chief Policy and Legislative Affairs Office; and David Dunaway, Groundwater Value Stream Manager.

ADEQ staff stated that for them to place greater restrictions on uranium mines, the legislature would have to change its policies. They shared there are pros and cons to different aquifer permits. Some restrictions are stronger when using the general aquifer permit rather than the single use permit. They shared that the Forest Service can make uranium mines do more robust monitoring. Havasupai Attorney stated that the Forest Service does monitor the mines and will share data they have received from the Forest Service with ADEQ.

Staff will contact Nature Conservancy, who Governor Ducey may have been a member of, to see if they will support stronger uranium regulations. Staff will also request to be added to the list for public notice for future mining claims in the region. ADEQ staff mentioned that mining permits are

in perpetuity and do not expire unlike many of the other permits. A future legislative priority may be to ask legislators to pass a bill that puts an expiration on mining permits. Staff from ADEQ was open to holding a community forum locally to discuss its process and the restrictions mines must abide by.

At 2:00 p.m. Vice Mayor Whelan and Councilmember Odegaard met with Representative Bob Thorpe.

Representative Thorpe planned on submitting the Dark Skies license plate bill on Thursday, January 11, 2018. Representative Thorpe was going to speak with other communities including Graham County and Tucson who are also interested in Dark Skies. Representative Thorpe shared that he will be working on the following issues:

- Forest Health – Seeking funds to allow the forest department to reimburse local jurisdictions when they respond to federal and state emergencies until the federal government can provide reimbursement.
- ADOT - He is trying to get ADOT to increase hauling requirements and load capacity for trucks hauling lumber to make it more cost effective to transport to bio mass facilities.
- DPS – He is seeking funds for a remote office in Gray Mountain, passing legislation to ensure truck and other drivers to not impede the left lane and passing legislation that makes not wearing seat belts a primary violation.

Also at 2:00 p.m. Mayor Evans and Councilmember McCarthy met with Senator Sylvia Allen and discussed:

- Forest Health Funding
- Protection of VA Home Funds
- State Liquor Licensing
- Coconino Community College Funding

At 3:00 p.m. Council present met with J.D. Mesnard, Speaker of the House of Representatives and discussed:

- HURF Advocacy
- Protection of VA Home Funds
- Fully Fund Social Service Providers
- Protect State 911 Fund from Sweep

At 4:00 p.m. Council met at Arizona Department of Water Services (ADWR) with Dr. Thomas Buschatzke, Director, and Clint Chandler, Assistant Director for Water Planning and Permitting.

Council discussed the C & R aquifer and shared its appreciation for its relationship with ADWR. Council shared its support for updating the Water Adequacy Rule to include a new criteria for determining physical availability or the percent of groundwater in storage remaining in the aquifer after 100 years of project pumping be more restrictive than the current 50% proposal and increase to 75%.

4. Adjournment

The Legislative Trip adjourned at 5:00 p.m. at which time Councilmembers met for dinner and departure for Flagstaff, arriving back in Flagstaff at 8:00 p.m.

MAYOR

ATTEST:

CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 16, 2018
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
5:30 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) of January 16, 2018, to order at 5:30 p.m.

2. Roll Call

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

PRESENT:

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

ABSENT:

NONE

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

3. Recess into Executive Session.

Moved by Councilmember Jim McCarthy, **sec** Vice Mayor Jamie Whelan to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 5:30 p.m.

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

i. Wireless Facilities in Rights of Way.

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 5:30 p.m. at which time the Special Meeting of January 16, 2018, adjourned.

MAYOR

ATTEST:

CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JANUARY 16, 2018
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M. AND 6:00 P.M.

MINUTES

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT:

ABSENT:

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

NONE

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

Councilmember Overton led the audience and City Council in the Pledge of Allegiance and Councilmember Putzova read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes:** City Council Work Session of October 31, 2017; Work Session of November 14, 2017; Work Session of November 28, 2017; Combined Special Meeting/Work Session/Budget Retreat of December 12, 2017; Budget Retreat of December 19, 2017; Regular Meeting of January 2, 2018; and Special Meeting (Executive Session) of January 9, 2018.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve the minutes of the City Council Work Session of October 31, 2017; Work Session of November 14, 2017; Work Session of November 28, 2017; Combined Special Meeting/Work Session/Budget Retreat of December 12, 2017; Budget Retreat of December 19, 2017; Regular Meeting of January 2, 2018; and Special Meeting (Executive Session) of January 9, 2018.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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

None

6. PROCLAMATIONS AND RECOGNITIONS

- A. Proclamation:** *Human Trafficking Awareness and Prevention Month*

The Mayor and Council came forward and Vice Mayor Whelan read the Proclamation. Mayor Evans presented it to Kate Wyatt with Flagstaff Initiative Against Trafficking (FIAT). Ms. Wyatt then gave a brief PowerPoint which addressed:

WHO WE ARE

A community collective of professional service providers and volunteers who want to end human trafficking

Goals

26 Local Active Agencies

State Partners

WHAT ARE WE DOING?

Asking questions

Summit in November

MDT Training

Community Response Guideline Subcommittee

Community Education Subcommittee

HUMAN TRAFFICKING IN ARIZONA

2016 NHTRD received 457 calls from Arizona
Early 2017 NHTRC received 210 calls from Arizona
Runaway/Homeless Youth Stats
Men buying sex in Arizona - 5%

ADULT HUMAN TRAFFICKING IN FLAGSTAFF

Since October of 2017
Victim Witness Services - 5
Flagstaff Front Door - 1300 homeless neighbors - 8
NFHC - 8 individuals, 2 from Operation Cross Country

In 2017

NFHCYS - Northland Family Help Center Youth Shelter - 7 in Arizona
Juvenile Probation - 15 Coconino County

HOW CAN THE CITY COUNCIL HELP?:

January Recognition
Support Law Enforcement Efforts and Funding
Flagstaff Front Door not fully funded
Shelter Staff/Bed Spaces

Vice Mayor Whelan said that when she first listened to their presentation, she was taken back by the numbers.

Councilmember Odegaard emphasized the importance of serving as foster parents, noting that he and his wife were foster parents, and it is one way the public can make a difference.

7. **ROUTINE ITEMS**

A. **Consideration and approval of Agreement:** Managed Services Agreement with CenturyLink for 9-1-1 Services.

911 Communications Manager Irene Hunkler briefly reviewed the item, explaining that the Flagstaff 9-1-1 Center operated by the Police Department is the Public Safety Answering Point (PSAP) for the greater Flagstaff area. The State 9-1-1 Office is in the process of upgrading state wide PSAP's to the next generation 9-1-1 (NG9-1-1) platform, and this agreement will allow CenturyLink to do the upgrade.

Implementing NG9-1-1 Network Managed Services will enable our PSAP to migrate to NG9-1-1 ready call-handling systems and a full feature Emergency Services IP Network (ESInet). This will open the door to future possibilities of text to 9-1-1, pictures, and video capabilities.

The only risk to the City is that the state could sweep the 9-1-1 funds and the City of Flagstaff could then be responsible to pay any outstanding balances to CenturyLink under this agreement, thus the reason this agreement must be approved by City Council. If there is a deficit and monies are swept from the State 9-1-1 fund, available monies will be equally distributed among all the PSAP's leaving the city responsible for the remaining balance. This is true of our existing system. She said that to their knowledge, the City has never had to pay

even after monies have been swept.

Moved by Councilmember Scott Overton, **seconded by** Vice Mayor Jamie Whelan to approve the Century Link 9-1-1 Managed Services Agreement in the amount of \$1,210,727.00 to be paid by the State of Arizona with 9-1-1 funds.

Vote: 7 - 0 - Unanimously

- B. Consideration and Adoption of Resolution No. 2018-03 and Resolution No. 2018-04:** A resolution of the Flagstaff City Council authorizing the City to formally join the Coconino County Free Library District; and a resolution of the Flagstaff City Council authorizing the City to re-enter into an Intergovernmental Agreement with the Library District and other Northern Arizona communities.

Library Director Heidi Holland came forward and thanked the Council for their support over the years. It was noted that she was soon retiring and Council thanked her for her service to the community. She then briefly reviewed the item.

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2018-03 by title only.

Vote: 7 - 0 - Unanimously

*A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA
AUTHORIZING THE CITY OF FLAGSTAFF TO JOIN THE COCONINO COUNTY FREE
LIBRARY DISTRICT AND ESTABLISHING AN EFFECTIVE DATE*

Vote: 7 - 0 - Unanimously

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Charlie Odegaard to adopt Resolution No. 2018-03.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2018-04 by title only.

Vote: 7 - 0 - Unanimously

*A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COCONINO
COUNTY FREE LIBRARY DISTRICT, COCONINO COUNTY, THE CITY OF WILLIAMS,
THE CITY OF PAGE, THE TOWN OF FREDONIA, THE CITY OF SEDONA, AND THE CITY
OF FLAGSTAFF FOR THE ADMINISTRATION AND FUNDING OF BRANCH AND
AFFILIATE LIBRARIES WITHIN THE COCONINO COUNTY FREE LIBRARY DISTRICT
AND ESTABLISHING AN EFFECTIVE DATE*

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2018-04.

Vote: 7 - 0 - Unanimously

- C. **Consideration and Approval of Contract:** Construction Contract with Mountain High Excavating, LLC. in the amount of \$117,707.00 for the Fourth Street Safety Improvements-Phase II project.

Project Manager Randy Whitaker reviewed the item, noting that a question had been raised during the work session about how the Engineer's Estimate is determined. He said that it is produced by the design engineer of the project and is based on historic information. He said that he believed that the bids came in higher than the Engineer's Estimate because this was a smaller project as well as the amount of work going on in the City. Community Development Director Mark Landsiedel said that Council would have also received a CCR detailing the information.

Mr. Whitaker said that when they put in the temporary crosswalks in 2015, they each cost about \$110,000. At that time the City did not have the right of way needed on the east side, so right now they have asphalt non-ADA compliant ramps. This project will allow them to put in ADA ramps.

Discussion was held on the issue of staff increasing the amount of the Owner's Allowance in the contract. Mr. Landsiedel said that when Mr. Whitaker got the Engineer's Estimate he felt it was too low and added to it. Councilmember McCarthy noted that the Owner's Allowance would not be spent unless there is an approval process that explains the reasoning. Mr. Whitaker said that was correct.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve the construction contract with Mountain High Excavating, LLC. in the amount of \$117,707.00, which includes a Contract Allowance of \$8,500.00 and a contract time of 90 calendar days; approve Change Order Authority to the City Manager in the amount of \$10,921.00 (10% of the contract amount, less allowances); and authorize the City Manager to execute the necessary documents.

Vote: 6 - 1

NAY: Vice Mayor Jamie Whelan

- D. **Consideration and Approval of Contract:** Construction contract with Mountain High Excavating, LLC. in the amount of \$64,656.00 for the Steves Boulevard/Route 66 FUTS Reconfiguration project.

Councilmember Odegaard thanked staff for answering his questions regarding the Engineer's Estimate. He said that last week they talked about something possibly being configured with the railroad crossing. He asked if this project would affect that or if this project would have to be ripped out if the other went forward. Mr. Whitaker said that the ramps are being configured to where if the ramp is installed in the future, these would still work.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Charlie Odegaard to approve the construction contract with Mountain High Excavating, LLC. in the amount of \$64,656.00, which includes a Contract Allowance of \$5,000.00 and a contract time of 90 calendar days; approve Change Order Authority to the City Manager in the amount of \$5,966.00 (10% of the contract amount, less allowance); and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

- E. Consideration and Approval of Final Plat:** Request from TLC PC Developers LLC, for the replat of Mountain Vista Condominiums at Pine Canyon Subdivision consisting of approximately 11.14 acres in the Single-family Residential (R1) zone and 60 residential condominium units.

Current Planning Manager Tiffany Antol said that the Council just saw the Preliminary Plat for this project recently and this is the final version.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to approve the final plat and authorize the Mayor to sign both the final plat and the City/Subdivider Agreement (attached) when notified by staff that all documents are ready for signature and recordation.

Vote: 7 - 0 - Unanimously

- F. Presentation of City Manager Awards.**

Mr. Copley noted that this item has been rescheduled for the February 6, 2018, Council Meeting.

RECESS

The 4:30 p.m. portion of the Regular Meeting of January 16, 2018, recessed at 5:25 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of January 16, 2018, at 6:03 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

8. ROLL CALL

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

PRESENT:

ABSENT:

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

NONE

COUNCILMEMBER PUTZOVA

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

9. PUBLIC PARTICIPATION

The following individuals addressed Council in opposition to the contract with Snowbowl for the delivery of reclaimed water:

- Klee Benally
- Jennifer Timmus
- Dawn Dyer
- Mary Begay
- Candy Cornalis

At this time, Mayor Evans moved to Item 12-B since there were representatives from the Havasupai Tribe at the meeting.

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

None

11. REGULAR AGENDA

- A. Consideration and Approval of Grant Agreement:** Acceptance of the 2017 COPS Hiring Program Grant Agreement with the U.S. Department of Justice, Office of Community Oriented Policing Services.

Deputy Chief Walt Miller presented this item, noting that back in June of 2017 they applied for this grant, hoping to get six officers, but only received two. He said that it was a competitive grant process with 802 submittals, so they were lucky to get two of the four awarded in Arizona.

He said that with this approval, it is the foundation for them to start the community policing program. They hope to get additional officers assigned in the near future.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Charlie Odegaard to approve the Grant Agreement with the U.S. Department of Justice, Office of Community Oriented Policing Services 2017 COPS Hiring Program (CHP) for two officers in the amount of \$250,000 with a city match of \$339,571 for a grand total of \$589,571.

Vote: 7 - 0 - Unanimously

- B. Consideration and Adoption of Ordinance No. 2018-07:** An ordinance of the City Council of the City of Flagstaff, amending Title 8 of the Flagstaff City Code, *Public Ways and Property*, Chapter 8-09, *Utility Poles and Wires*, relating to wireless facilities in the right-of-way; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date; and

Consideration and Adoption of Resolution No. 2018-01: A resolution of the City Council of the City of Flagstaff, Arizona, approving licensing, standard terms, and standard design

requirements all relating to wireless facilities and poles in the right-of-way; and establishing an effective date.

Development Engineer Gary Miller gave a PowerPoint presentation which addressed:

WIRELESS FACILITIES WITHIN THE RIGHT OF WAY (R.O.W.)

COUNCIL ACTION

OVERVIEW

WHAT MAY BE INSTALLED IN CITY R.O.W.

COLLOCATED SMALL WIRELESS FACILITY

OTHER TELECOMMUNICATION FACILITIES IN R.O.W.

ZONING CODE REGULATIONS FOR TELECOMMUNICATION FACILITIES

ORDINANCE NO. 2018-07

Question was raised as to whether staff knew what radio frequency (RF) these would be emitting. Mr. Miller said that the legislation defers to the Federal requirements as to what is safe. Those regulations are defined by the Federal Communications Commission (FCC) and the City requires that they demonstrate that they meet those standards.

Discussion was held on whether the approval would be through the City administrative process or Conditional Use Permit (CUP) process. Majority of Council supported the CUP process to provide more transparency for the public.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Jamie Whelan to read Ordinance No. 2018-07 by title only for the first time, with the CUP process being included.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING TITLE 8 OF THE FLAGSTAFF CITY CODE, PUBLIC WAYS AND PROPERTY, TO AMEND CHAPTER 8-09, UTILITY POLES AND WIRES, RELATING TO WIRELESS FACILITIES IN THE RIGHT-OF-WAY; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

- C. **Consideration and Possible Adoption of Resolution No. 2018-02:** A resolution of the City Council of the City of Flagstaff, Arizona authorizing the execution of the Second Amendment to the Development Agreement between VP 66 & Woody Mountain, LLC and the City of Flagstaff related to the development of approximately 197.58 acres of real property generally located at 3425 West Route 66 and establishing an effective date. ***(Second Amendment to Timber Sky Development Agreement)***

Deputy City Attorney Kevin Fincel reviewed the request for an amendment to the Timber Sky development agreement.

PROPOSED SECOND AMENDMENT TO TIMBER SKY DEVELOPMENT AGREEMENT
(DA)

QUESTIONS FOR COUNCIL

Does Council want to approve as it appears?

Council's options:

- 1) Authorize as proposed
- 2) Not authorize it
- 3) Direct staff to negotiate different terms

4) Take additional time to consider

DEVELOPMENT BACKGROUND

WHY ARE WE HERE?

LOCKED-IN FEES

AFFORDABLE UNITS

The following individuals spoke on this issue:

- Marilyn Weissman
- Sacorro Znetko
- Jonette Boggess
- Daniel Williamson
- Avelina Villa
- Nancy Almendarez
- Charlie Silver
- Jody Clements

Comments received included:

- Strongly urged the Council to reject the amended DA
- Developments should pay for themselves
- Vintage Partners are no different than other players; they are investors
- If the City waives a \$1.6 million fee, in a sense they have become a lender that receives no interest
- Sees no guarantee that the 100 homes will be built
- Please move forward; they need affordable housing in Flagstaff
- Reconsider the engineering fees; supports the project
- Completely in favor of Timber Sky
- There are generations greatly reconsidering if Flagstaff is where they want to call home
- Too expensive to live here; Timber Sky provides the needed diversity
- Would mean a lot from the youth perspective to allow her to remain in Flagstaff
- Against the second amendment proposed; as a matter of policy the public needs to be sure that the Council is making the best decision
- The public as taxpayers and stakeholders should be given the opportunity for input
- The lack of transparency and respect for the public is wrong
- This amendment asks the taxpayers to forgive \$1.6 million

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Celia Barotz to read Resolution No. 2018-02 by title only.

Councilmember Barotz asked staff to elaborate on the incentive program. Mr. Fincel said that the type of incentive being offered is consistent with the incentive policy, but it was not brought forward through that policy. Councilmember Barotz said that her understanding is that if the 100 units are not built, the only remedy is to file a lawsuit. Mr. Fincel said that currently that is probably where they would end up. If they got to Phase 4 it requires that 100 be identified and if not the City would have a good argument to not approve the fourth plat.

Vice Mayor Whelan asked staff to explain why the Council goes into Executive Session. Mr. Fincel said that there are seven reasons allowed by law for the Council to go into Executive Session. One reason is on the negotiation of contracts, and Executive Session allows staff to brief the Council on the pros and cons. Those discussions provide an

opportunity for a free conversation. Mr. Solomon said that it also prevents the undermining of negotiations. He said that the whole idea of going into Executive Session is to protect the City of Flagstaff.

Councilmember Barotz asked if the City received any information that speaks to the \$1.6 million figure. Mr. Fincel said that it came from Timber Sky. Councilmember Barotz said that it is an interest free loan for \$1.6 million. Mr. Fincel said that he would characterize it as a waiver of fees, not a loan.

Vice Mayor Whelan said that one good reason for moving this forward is to increase the competition in the City. The only way they can do that is to build units that people can live in. She said that the City clearly has an incentive policy that in this case did not incentivize. The City has taken steps to look at how to increase competition and develop policies and fees that work in order to build houses. She would like to see this go forward.

Councilmember McCarthy said that he has values on both sides of the issue. By the comments made, the public should have more opportunity to weigh in.

Mayor Evans said that they have received a lot of e-mails, received a study from ECoNA, and heard from people what housing is and is not. She has done some research and found that people are requesting \$500 for half of a room, and they also want first, last and deposits. The Council has said that affordable housing is something that they want, and what they have is a proposal that delivers that.

Councilmember Putzova said that she was and is very much supportive of the development agreement, but with the second amendment the exchange of values is insufficient. Everything she has learned at Executive Session makes her believe that this is not the best way to spend \$1.6M of taxpayers' money.

Councilmember Overton said that this is a lesson learned. They need to spend some time on the incentive program and ask why they do not use it as much. Maybe they are incentivizing things that the community is not asking for. He did find some dismay in the way this amendment was negotiated, but he does believe there is value in more affordable housing. He said that going back to the 100% cost recovery does have a ripple effect. This development got caught; it is unfortunate that they have had to renegotiate and wasted six months in getting units in the ground. He would be supportive, but he really hopes that as a community they ask how the fees got to where they are and if they are reflective of what the actual costs are.

Councilmember Barotz said that she agrees with Councilmember Putzova; she does not think this is the best way to invest \$1.6 million. She believes in "trust and verify" and nothing has been verified.

Vote: 5 - 2

NAY: Councilmember Celia Barotz
Councilmember Eva Putzova

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN VP 66 & WOODY MOUNTAIN, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 197.58 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3425 WEST ROUTE 66 AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2018-02.

Vote: 5 - 2

NAY: Councilmember Celia Barotz
Councilmember Eva Putzova

A break was held from 8:13 p.m. to 8:20 p.m.

- D. Consideration and Adoption of Resolution No. 2018-05:** A Resolution of the Flagstaff City Council relating to President Trump's Executive Order 13767: Declaring the Mayor and Council's opposition to the proposed construction of a border wall along the US-Mexico border.

Mayor Evans said that this was the consideration of a resolution declaring the Council's opposition to the proposed construction of a border wall along the US-Mexico border.

The following individuals addressed the Council regarding this issue:

- Dr. Neustadt
- Sallie Kladnik
- Greta Murphy
- Maria Castillo
- David Martin, President of the Arizona Chapter of Associated General Contractors

Comments received included:

- Wall has very little to do with security; it is a group of contractors, technology providers, developers, for-profit prison industry, making billions of dollars, and they are lobbying representatives
- Flagstaff has a large community of undocumented people living there that are walled in; they cannot go home to visit a dying family member
- Not doing business with those supporting this type of project is what brought apartheid down
- They already have blood on their hands; they don't want to have more blood supporting those businesses
- The Flagstaff Democratic Party supports the City's resolution. They believe the wall is bad for Flagstaff in many ways: 1) economics; 2) damaging to the environment and wildlife; 3) international relations and trades; and 4) violates our democratic process
- If Dr. Martin Luther King, Jr. was alive now, he would be standing with them against the wall
- The wall disrespects the tribes
- Political boundaries are not tied to ecological boundaries
- They should assist Mexico and others in Central America so that people do not want to leave there
- She moved to Flagstaff when she was very young because she hated the way her people

were treated in Mexico

- This is not just Mexico, but the entire US
- She is here, her family is here; she does not want her grandchildren growing up and secluded
- Representing contractors statewide; they have done so since 1934
- He was not there to get into a social discussion
- They are supportive of Flagstaff; they assisted with Prop 406 and 403 and engaged at the Legislature in protecting HURF funding
- Flagstaff is engaged in a social matter that is not relevant to them; they are opposed to the resolution
- They stand in opposition to the resolution for three reasons: 1) they believe it violates the Supremacy Clause; 2) it violates the goal of the Constitution by blacklisting businesses; and 3) it limits and stymies competition

Written comment cards were also received from the following in support of the resolution:

- Klee Benally
- Greta Murphy
- Kathy Fraser
- Marilyn Weissman
- Dawn Dyer
- John Meyer
- Anya Metcalfe
- Gretchen Kies

Mayor Evans asked Mr. Martin if his organization was part of a national organization. Mr. Martin replied that the national organization has been around since 1918. He said that it was a voluntary membership paid by their members and the cost depends on the size of this firm.

Discussion was held on the content of the letter Mr. Martin had written, as well as the letter written by Stephen Sandherr of the Associated General Contractors of America. Mr. Martin said that his organization is not taking on the social issue of whether the border wall is appropriate. He was there for the two provisions. If the Council struck those clauses, they would not take a position on the resolution.

Mayor Evans said that the Constitution was brought up earlier. One of the first words is justice and it appears several times. They already have 700 miles of the wall and she does not think that building more of it will stop the issues they already have.

She said that they just celebrated Dr. Martin Luther King, Jr.'s birthday and one of the things he talked about was dreams; something that the American people have built their country on.

Mayor Evans said that she did not appreciate the threatening e-mails. She said that they support the freedom of speech and one of the ways they talk is through resolutions. She does not appreciate letters being sent to the President asking for those cities that take a stand to be retaliated against. She said that she did not believe they could say that and yet say they do not have anything to do with the social aspects of the issue.

Councilmember Putzova said that she was very supportive of the resolution. She appreciated the comments heard today; it is important to see the connection between the policies and the money. They are living in extraordinary times and that is why they are considering resolutions that are far reaching than just Flagstaff. She was in America because

a wall collapsed when the Iron Curtain was taken down. If they start going in this route of building walls they are sliding into becoming a country that is comfortable with practices of totalitarian regimes. She said that she believed they should include all of the provisions of the resolution, especially the divestment provision. She believed that conducting business in Flagstaff is a privilege.

Councilmember McCarthy said that he has concerns about various things with the resolution, but mainly the statement, "we shall not do any business with any company that bids or maintains anything to do with the border wall." He thinks there may be legal problems with that and was not sure it was even legal. He checked out Pima County's resolution and it has nothing about divestments. It says they are against the wall and he supports that. The Tucson resolution has a provision that says the City shall not invest in any companies that work on the wall, and he could live with that.

Moved by Councilmember Eva Putzova, **seconded by** Councilmember Celia Barotz to read Resolution No.2018-05 by title only with the slight change in language that rectifies the concerns that staff brought forward in the CCR.

Mr. Solomon suggested they move into Executive Session to discuss the legality of the proposed amendment.

Moved by Councilmember Celia Barotz, **seconded by** Mayor Coral J. Evans to recess into Executive Session.

Vote: 7 - 0 - Unanimously

The Flagstaff City Council recessed into Executive Session at 9:10 p.m. and reconvened Open Session at 9:31 p.m. Mayor Evans explained to the public that they went into Executive Session for legal advice with the City Attorney.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Coral J. Evans to amend the motion to replace the second enactment paragraph with the corresponding paragraph in the Tucson resolution (Mayor and Council hereby expresses its intent to identify all companies involved in the designing, building, or financing of the border wall, and its intent to divest, as soon as practicable, from those companies).

Councilmember Putzova said that she had no problems with the last recital. Vice Mayor Whelan said that they should either go full guns or drop the clause. Councilmember Barotz said that she did not believe they were watering it down, but they were shifting the focus.

Councilmember Overton said that he believed that both versions were disasters and he was not interested in either.

Councilmember Barotz said that it seems that the proposed change creates more work. It sounds like the purpose is to divest from the companies. After brief discussion the proposed amendment to the motion was changed.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Coral J. Evans to change his motion to read, "the Mayor and Council expresses its intent to divest from all companies involved in the designing, building, or financing of the border wall."

Vote: 4 - 3

NAY: Councilmember Scott Overton
Councilmember Charlie Odegaard
Vice Mayor Jamie Whelan

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL RELATING TO PRESIDENT TRUMP'S EXECUTIVE ORDER 13767: DECLARING MAYOR AND COUNCIL'S OPPOSITION TO THE PROPOSED CONSTRUCTION OF A BORDER WALL ALONG THE U.S. – MEXICO BORDER

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Eva Putzova to adopt Resolution No. 2018-05.

Vote: 5 - 2

NAY: Councilmember Scott Overton
Councilmember Charlie Odegaard

12. DISCUSSION ITEMS

A. Discussion: Ballot Measure for Rio de Flag Project on the November 2018 Election

Not discussed

B. Discussion: Resolution re-affirming the City of Flagstaff's 2010 support for the Executive Order issued by the Secretary of the Interior that withdrew one million acres of federal public lands surrounding Grand Canyon National Park from new uranium mining claims for 20 years.

Assistant to the City Manager Caleb Blaschke gave a brief history of the issue, noting that in 2010, the Flagstaff Mayor and City Council passed a resolution supporting the Secretary of Interiors proposal to withdraw one million acres of federal lands surrounding the Grand Canyon National Park from uranium mining for 20 years. In October 2017 the Trump Administration through the U.S. Forest Service recommend lifting the moratorium on new uranium claims in the Grand Canyon region and allowing uranium mining to occur. During a meeting with Havasupai Tribal Council on December 4, 2017, the Tribal Council voiced there concerns with the Flagstaff City Council and asked for support through a resolution to oppose the ban being lifted by the Administration.

Mr. Blaschke said that Councilmember Barotz and the Grand Canyon Trust had submitted a resolution for discussion at this meeting.

The following individuals addressed the Council:

- Ethan Aumack, Executive Director of the Grand Canyon Trust
- Steven Flanagan with Congressman O'Halleran's Office
- Alicyn Gitlin, representing the Sierra Club's Grand Canyon Chapter
- Richard Watahomigie
- Ophelia Watahomigie-Corlis
- Jennifer Timmons
- Louise Benally

Comments received included:

- Supports Flagstaff's adoption of the resolution
- There is an economic impact, not from mining, but people travel to Flagstaff to visit, hike and raft, with access to America's public land
- Read letter from Arizona Members of Congress to the President (Exhibit A attached hereto and made a part hereof)
- The Sierra Club's Grand Canyon Chapter supports the proposed resolution
- Would like to have seen representatives from the Navajo Nation, Hopi Nation, and others along the Colorado River
- Don't be afraid of what the Federal government says you have to do; you can say no
- Uranium is not good for northern Arizona
- Uranium has already contaminated the water, the air, etc.
- The sacred San Francisco Peaks need to be left alone
- Do not need uranium mines

Written cards supporting the resolution were submitted by:

- Anya Metcalfe
- Rachel C. Tso
- Elea Ziegelbaum
- Greta Murphy
- Gretchen Kies
- Klee Benally
- Hertha Woody
- Dillon Metcalfe
- John Meyer
- Chandra Hemminger
- Dawn Dyer
- Marilyn Weissman
- Karen Enyedy
- Robert Breunig

Councilmember Barotz proposed an additional WHEREAS clause to reference the letter from Representative O'Halleran's office. Council agreed.

Councilmember Odegaard said that he wanted to assure their fellow colleagues from the Tribe that he will be in Washington DC next month and arguing on their behalf to prevent this from happening. Councilmember Barotz said that they need to speak in as many ways as possible.

Mayor Evans said that she and Councilmembers Putzova and Odegaard will be in Washington DC and she would like to extend the invitation to the Havasupai to speak with them as one voice.

State Representative Eric Descheenie read a letter that he and others in District 7 sent to the President, Exhibit B attached hereto and made a part hereof.

Councilmember Putzova suggested that another WHEREAS clause be included in the resolution that references this letter as well.

Mayor Evans said that they will move this item forward, and due to the nature and timing she

would propose a Special Council Meeting on January 30 so that Council can review and consider adoption.

At this time (6:53 p.m.) the Council returned to the regular order of the agenda.

13. COUNCIL LIAISON REPORTS

None

14. FUTURE AGENDA ITEM REQUESTS

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

- A. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a discussion about review of the Conditional Use Process (CUP) and the possibility of having the Planning and Zoning Commission make a recommendation to Council, with the final decision being made by Council.

Councilmember McCarthy said that the title pretty much says what he is requesting.

Mr. Silver voiced support of the request, noting that the conditional use permit process is often the one mechanism left that requires public input.

Consensus of Council was to move forward with a future discussion.

- B. REMOVAL OF Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Putzova to remove as a F.A.I.R. item a discussion about legal steps needed to keep Open Space designation on Thorpe Park.

Councilmember Putzova said that a few months ago Council gave direction to staff to start working with the neighborhood on steps needed to keep open space designation on Thorpe Park. She said that the process is moving forward and is now asking to remove this item from the Working Calendar.

Mr. Copley said that since it had already been approved during F.A.I.R. to move forward, he felt it was best to bring this item back and ask if everyone was okay with its removal. Council agreed.

Mr. Charlie Silver addressed the Council, stating that he wanted to understand the legal protections that are in place. As presented tonight, the removal request appears to be very broad.

This item will be removed from the Working Calendar.

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

Councilmember McCarthy said that he has had quite a few people tell him how difficult it is for their children to cross 180 at the Forest crossing. They would like to have a light there. He said that he realized that this was a state highway, and was asking for advice on how best to get this considered. Mr. Copley said that he did not think that a F.A.I.R. item was required. There is a lot of history at that location and perhaps a CCR has already been prepared.

Councilmember Odegaard thanked Mr. Blaschke and other staff members for the Council's trip to the State Legislature. He said that he was glad they went and felt it was very worthwhile. He learned a lot, especially about liquor licenses, and believed he became a better public servant.

He asked that a press release be posted on social media notifying the public that the Rio de Flag discussion will take place later.

He reported that yesterday was Dr. Martin Luther King, Jr.'s Day and he participated in the breakfast at NAU with the Black Student Union.

Vice Mayor Whelan also thanked staff for the Legislature trip, and requested a F.A.I.R. on "Council discussion on current practices and review past practices, focused on the assignment of contingencies, including owner contingency, contractor contingency, CMAR and review of process of change order allowance."

She said that she gets e-mail during the legislative session from the Rural Transportation Advocacy Council and will send it to the City Manager for distribution to the rest of the Council.

Councilmember Putzova said that he was looking forward to the discussion on Rules of Procedure and clarification of how items get moved up on the Working Calendar.

She also requested a CCR on how the City participates or takes advantage of the "set aside program," as outlined in A.R.S. 41-2636.

Mr. Copley noted that beginning with the January 30, 2018, meeting they will begin provide the legislative updates, and Mr. Travis will be involved in those as well.

Mayor Evans echoed the comments re the trip to the Legislature and thanked everyone involved with the scheduling.

Mayor Evans said that she met with Congressman O'Halleran and his staff, as well as individuals from Yavapai and Navajo County, and other jurisdictions. They talked about infrastructure and the possibility of some infrastructure funds being released by the President and the need for the City to have shovel-ready projects.

Mayor Evans said, in reference to the difference in the Engineer's Estimate and bid, that sometimes such changes can be impacted by downturns in the economy. She said that she has seen the price of concrete triple within a matter of two months.

16. ADJOURNMENT

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on January 16, 2018. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of February, 2018.

CITY CLERK

SPECIAL WORK SESSION
TUESDAY, JANUARY 23, 2018
COUNCIL CHAMBERS
211 WEST ASPEN AVE.
6:00 P.M.

SPECIAL WORK SESSION

1. Call to Order

Mayor Evans called the Special Work Session of the Flagstaff City Council held January 23, 2018, to order at 6:04 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the Pledge of Allegiance and Councilmember Barotz read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. ROLL CALL

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

PRESENT:

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

ABSENT:

COUNCILMEMBER PUTZOVA

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

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.

John Viktora addressed Council about the recent border wall resolution and freedom of speech.

Carrie Heinonen addressed Council in support of NAU and their contributions to the Museum of Northern Arizona.

Jeff Hall addressed Council also in support of NAU and the relationship and collaboration that they have with Lowell Observatory.

Scott Hathcock addressed Council in support of NAU and their partnership with NACET. Half of the interns at NACET come from NAU and they offer exceptional work.

Goia Woods addressed Council in support of the resolution against the border wall and offered appreciation for the words spoken at the Women's March.

5. Special Work Session with Dr. Rita Cheng, President of Northern Arizona University

Northern Arizona University President Dr. Rita Cheng joined the Mayor and Council at the dais.

A. Recognition of NAU Men's Cross Country Team

The NAU Men's Cross Country team came forward to be recognized by the City Council and President Cheng.

President Cheng thanked the City for the invitation to join the Council for a joint meeting. She introduced Coach Mike Smith who was honored as the National Men's Coach of the Year. She stated that the team won it's second National Championship last November and their success is due to the exceptional students and team members as well as training. She recognized High Altitude Training and their partnership with NAU to aid in the necessary training for the team.

Coach Smith offered that the team is very fortunate to have the opportunity to train directly in the community on the FUTs trails and there are no athletes more prepared than those who train here. In addition to being a great team, the men do a great job in the classroom as well with an average GPA above 3.0.

Coach Smith then introduced Assistant Coaches Becca Deloache and Jarred Cornfield and the Men's Cross Country team members.

Matt Baxter, Geordie Beamish, Cade Burks, Tyler Day, Joey Defeo, Blaise Ferro, James Fitzgerald, Elliot Gindi, Cory Glines, Luis Grijalva, Kyle Havriliak, Soren Knudsen, Ryan Lanley, Peter Lomong, Harvey Nelson, Beau Prince, Jack Shea, Andrew Trouard and Ryan Wolff.

Mayor Evans thanked the team and offered that the City is proud of how they represent the City of Flagstaff.

B. Opening Remarks

i. Mayor Evans

Mayor Evans welcomed President Cheng and staff for attending the meeting. She stated that she would like the meeting to be an annual event for the City of Flagstaff and NAU. She then offered a PowerPoint presentation that highlighted the great work and partnerships the City and NAU have.

NAU HOMECOMING WEEK PARADE
RIO DE FLAG FLOOD CONTROL PROJECT
MEXICAN CONSULATE GENERAL
OFF-CAMPUS LIFE AND NEIGHBORHOOD LIAISON
ARIZONA MEXICO COMMISSION 2018 SUMMIT
OTHER CITY OF FLAGSTAFF PARTNERSHIPS

ii. President Cheng

President Cheng thanked the City for inviting them to come. NAU has the pleasure of working with the City on many issues and the staff has always been very collaborative and dedicated to problem solving and problem recognition. President Cheng introduced Executive Vice President and Chief of Staff Joanne Keene, Vice President for Capital Planning and Campus Operation Dan Okoli, Vice President for Enrollment Management and Student Affairs Jane Kuhn, Assistant to the President for Executive Communication and Media Relations Kim Ott and Director of Alumni Engagement Stephanie Smith.

President Cheng provided a PowerPoint presentation that covered the following:

NATIONALLY RECOGNIZED & LOCALLY VITAL
ONE OF THE BEST COLLEGE TOWNS IN THE NATION
BEST OF...
NEIGHBORS AND PARTNERS
TOGETHER
LOOKING BACK
LOOKING FORWARD
THANK YOU

C. Neighborhood Liaison Work Program Update

Assistant to the City Manager Caleb Blaschke introduced City of Flagstaff/NAU Neighborhood Liaison Valeria Chase and Director of Student Life Kevin Gemoets.

Ms. Chase introduced herself and provided a PowerPoint Presentation that covered the

following:

6-MONTH WORK PLAN
KEY PRIORITIES
OPEN LINES OF COMMUNICATION
ESTABLISH COLLABORATIVE RELATIONSHIPS
BUILD STUDENT-NEIGHBOR CONNECTIONS
CONTACT INFORMATION

D. Rio de Flag Storm Water Project Update

Capital Improvements Manager James Duval provided a PowerPoint Presentation that covered the following:

RIO DE FLAG STORM WATER PROJECT UPDATE
100-YEAR FLOOD IMPACT
PROJECT AREA
RECENT EVENTS
PATH FORWARD

Councilmember Barotz asked about the RSOQ and what it is for. Mr. Duval stated that it is part of a public relations campaign; the goal is to find a firm to help with the message to the community about why the project is needed, why it is important and the funding needs.

Councilmember Barotz offered that the earlier meeting discussed the options for paying for the project. President Cheng offered that NAU appreciated the opportunity to go out into the field and see the areas that would be impacted with a 100 year flood. NAU is a large water user and a large partner with the City. They are included in the recent stormwater fee increases and they do have sales tax revenues from some of their business operations. If the City chooses a sales tax option for funding then NAU will be a partner in that aspect as well. She added that if there are opportunities for NAU to voice support outside the financial piece they will use their government relations to do that.

Councilmember Odegaard indicated that 25% of the university would be affected by a flood and asked if there could be any chance of funding from the Board of Regents to assist in the project. President Cheng stated that she does not have any answers at this time, but indicated that the state funds that go to the university are to support the education efforts of the community. NAU is self-insured so the Risk Management Department may be an option to pursue.

Councilmember McCarthy stated that there will come a time where the City will need some help lobbying for the project. The City has been successful thus far but would appreciate NAU contributing in the lobbying efforts to help get the funding and support from the federal government.

E. Agency Capital Improvement Program Update

i. City of Flagstaff

Capital Improvements Engineer Bret Peterson provided a PowerPoint presentation

that covered the following:

COF CAPITAL IMPROVEMENT PROJECTS

A – ADVANCED TRAFFIC MANAGEMENT SYSTEM

B – FOUNTAINE WATER AND SEWER

C – FRANKLIN & SAN FRANCISCO TRAFFIC SIGNAL

D – LONE TREE FUTS TRAIL – NAU ACCESS TRAIL

E – MILL TOWN (P3)

President Cheng asked if it has been determined when ADOT will be moving. Mr. Peterson stated that there is no date set yet. The developer needs to accommodate the reconstruction of the Harkins building in order for ADOT to be moved.

Councilmember Barotz asked about the pedestrian tunnel. City Engineer Rick Barrett stated that the pedestrian tunnel is part of the zoning case, the traffic impact analysis and the site plan review. Depending on the outcome of the zoning case there will be a better understanding of the timeline.

F – LONE TREE PEDESTRIAN PATH AND WATERLINE

Vice Mayor Whelan stated that at one point there was concern about the safety of the kids walking to Kinsey School because there are no sidewalks. She asked if the pedestrian path would provide that safety for students. Mr. Copley explained that one of the reasons the City did the delineation for the parking was because there are no sidewalks on the west side and the students did not want to cross the street and it meant that they had to walk into the roadway to go around the cars. There is a lot of use in that field so the City will have to work with NAU and Kinsey School about the kinds of parking amenities that might be needed for weekend users.

G – PINE KNOLL FUTS TRAIL

President Cheng thanked the City for the work on the trail. The south side of the Pine Knoll entrance was completed last year because parents and students were having to walk in cinders, snow, ice and puddles and the trail further aids those efforts. She added that NAU is looking at improving the walkability of the rest of Pine Knoll by expanding sidewalks.

H – MCCONNELL SIDEWALK (ADOT)

I – ZUNI

Councilmember Odegaard noted that the staging area on Lake Mary Road was cleaned up beautifully and it looks great.

J – JOHN WESLEY POWELL – SPECIFIC PLAN

ii. Northern Arizona University

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

CURRENT CAPITAL PROJECTS

HONORS HALL

RECITAL HALL

DUBOIS SOUTH DINING RENOVATION

SCIENCE ANNEX
SKYVIEW RESIDENCE APARTMENTS

Vice Mayor Whelan asked if there is any plan for family housing on campus. Ms. Kuhn stated that there is family housing on south campus and the demand has really ebbed and flowed over the last few years. The priority always goes to families seeking residence but currently the majority of residents in those areas are upper classman. There are currently no plans to add additional family housing because the demand has been low over the last 10 years.

Councilmember Odegaard asked how NAU ranks in terms of housing students. Ms. Kuhn explained that NAU ranks in the top 1% by the International Association of College and University Housing. NAU currently houses about 47% of the students that come to the Flagstaff campus. President Cheng added that the housing has been fairly consistent over time and it is at a high now at 47%.

Vice Mayor Whelan asked if the new developments on campus have to go through the City development process. Mr. Okoli stated that NAU does not go through the City process; they do their own inspections through the campus but they always work with City staff on all projects. President Cheng offered that NAU guidelines are state guidelines and the collaboration between the City and NAU is to understand and address the impacts on sewer and electricity. Mr. Copley added that NAU also pays sales tax and construction tax.

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

Councilmember Odegaard thanked President Cheng and the staff from NAU for attending stating that the joint meeting is all about creating transparency in the community.

Vice Mayor Whelan stated that it is an honor to have NAU at the dais. She offered appreciation for the willingness that the City and NAU have to work through some misconceptions and great ideas. NAU and the City rely heavily on each other and to have this kind of communication is great.

Councilmember Barotz also thanked NAU for coming and being a part of the meeting. She also reported that she and Vice Mayor Whelan attended the Commission on Disability Awareness meeting and had a good conversation about their efforts to rename the Commission.

Councilmember Overton thanked NAU for coming. He stated that the things that are happening on campus are great for the community. He offered thanks on behalf of transit and the improvements that have been made with Route 10 and moving the community and students efficiently through campus. As the City tries to tackle all the transportation challenges, the university will be an important piece to those efforts.

Mr. Copley stated that almost every City staff person that presented tonight is a proud alum of NAU; there are many NAU colors flowing in the City of Flagstaff.

President Cheng thanked the City for the invitation to participate in the meeting and she is pleased to be here and take part. She also thanked the City for its support and recognition of NAU's contribution to the community. She looks forward to addressing the issues that a large campus means to the community.

Mayor Evans stated that she, Vice Mayor Whelan, Mr. Copley and Mr. Blaschke attended the Governors Budget Overview which was very informative. Today she met with the Greater Flagstaff Chamber of Commerce Board of Directors to provide an overview of the City's state and legislative priorities.

Mayor Evans thanked President Cheng and her staff for attending and participating in the meeting. She also offered thanks to Rich Bowen for his partnership with the City.

7. Adjournment

The Flagstaff City Council Special Work Session of January 23, 2018, adjourned at 7:52 p.m.

MAYOR

ATTEST:

CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 30, 2018
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

1. Call to Order

Mayor Evans called the Special Meeting (Executive Session) of January 30, 2018, to order at 3:00 p.m.

2. Roll Call

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

PRESENT:

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

ABSENT:

NONE

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

3. Recess into Executive Session.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

The Flagstaff City Council recessed into Executive Session at 3:00 p.m.

- A.** Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).
- i.** Discussion of possible recruitment of City Manager given contract end of 02/26/2019
 - ii.** Discuss City Manager evaluation tool and process

- B.** Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).
 - i.** Legal Advice re signs in the rights-of-way
- C.** Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3), (4) and (7), respectively.
 - i.** Brinshore Purchase and Sale Agreement
- D.** Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. 38-431.03(A)(3) and (4), respectively.
 - i.** First Amendment to Development Agreement for Crestview Subdivision
- E.** Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3) and (7), respectively.
 - i.** Update on Fourth Street FUTS property
 - ii.** Navajo Hopi Settlement Implementation Act

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held January 30, 2018, reconvened into Open Session at 5:55 p.m. at which time the meeting adjourned.

MAYOR

ATTEST:

CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Lori Pappas, Marketing and Media Relations Mgr.
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Proclamation stating February is Craft Beer Month and a Commendation from Governor Ducey recognizing Flagstaff, Arizona as a Leading Craft Beer City. (*CHANGED FROM ITEM 6-A TO 6-B)

STAFF RECOMMENDED ACTION:

- 1) Mayor Evans to read proclamation and commendation.
- 2) Mayor, Vice Mayor, Councilmembers and Flag 8 photo after proclamation and commendation.
- 3) Lori Pappas, Marketing and Media Relations Manager, will present our city-wide efforts to recognize and assist the Flag 8 brewery district.

Executive Summary:

Craft brewing is a growing industry, especially in Flagstaff, Arizona. Our city serves a local population as well as over 5 million visitors annually who enjoy having great amenities. Our brewers are committed to their craft and passionate about providing world-class craft brews for people to savor. The craft beer industry offers an environment for entrepreneurship as well.

Collaborating with our brewers assists in further establishing Flagstaff as a desirable city, a must-experience destination producing one-of-a-kind quality products. The industry brings together neighbors, visitors and suppliers, and continues to generate jobs in our city. The proclamation and commendation will assist in further rooting this vibrant industry.

Financial Impact:

Not applicable.

Policy Impact:

Not applicable.

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

Economic Development: Grow and strengthen a more equitable and resilient economy.

- Support and enhance services to local businesses in the community.

Previous Council Decision on This:

Not applicable.

Attachments: Craft Beer Presentation




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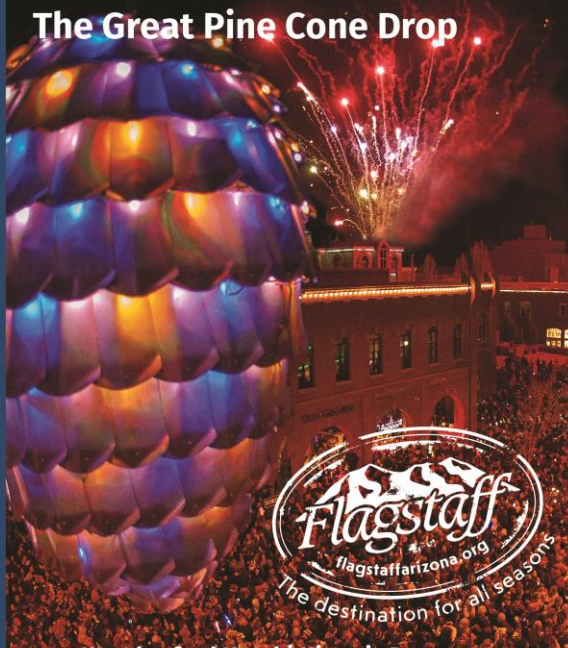




FLAGSTAFF
CRAFT BEER CITY
★ ARIZONA ★

new year's eve in flagstaff!

The Great Pine Cone Drop



Weatherford Hotel | Historic Downtown

1 **BEAVER STREET BREWERY**

2 **DARK SKY BREWING COMPANY**


3 **FLAGSTAFF BREWING COMPANY**


4 **HISTORIC BREWING COMPANY**

5 **LUMBERYARD BREWING COMPANY**

6 **MOTHER ROAD BREWING COMPANY**

7 **WANDERLUST BREWING COMPANY**





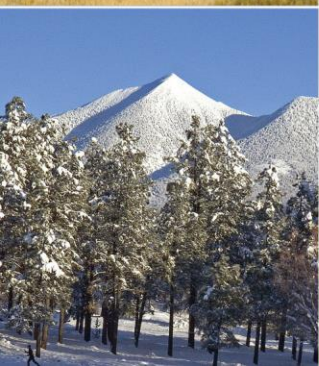
Enjoy a FREE copy of the Flagstaff Winter Recreation Map by visiting the Flagstaff Visitor Center, One E. Route 66, or download at flagstaffarizona.org.



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AZ BEER WEEK
FEBRUARY 8-18
FLAGSTAFF



FLAGSTAFF
CRAFT BEER CITY
★ ARIZONA ★

Wanderlust Brewing Company



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Dining & Nightlife

Microbrewery/ Bar & Grill *continued*

	AVERAGE PRICE RANGE	BREAKFAST	LUNCH	DINNER	VEGETARIAN OPTIONS	VEGAN OPTIONS	GLUTEN-FREE OPTIONS	BEER/WINE	FULL BAR	LIVE ENTERTAINMENT
Beaver Street Brewery beaverstreetbrewery.com	\$\$									
 11 S. Beaver St. 928.779.0079 ♦♦										
Buffalo Wild Wings buffalowildwings.com	\$\$									
 2700 S. Woodlands Village Blvd. 928.774.3550										
Collins Irish Pub & Grill collinsirishpub.com	\$									
 2 N. Leroux St. 928.214.7363										
Lumberyard Brewing Company Taproom & Bar lumberyardbrewingcompany.com	\$\$									
 5 S. San Francisco St. 928.779.2739 ♦♦										
Mother Road Brewing Company motherroadbeer.com	\$									
 7 S. Mike's Pike 928.774.9139										



Flagstaff's Brew Culture

Nothing pairs better with crisp mountain air and high country views than a cold brew. Designated as Arizona's Craft Beer City, the town boasts seven craft breweries that invite visitors to revel in this frothy tradition.



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2018 Official Flagstaff Visitor Guide

Dining & Nightlife

	AVERAGE PRICE RANGE	BREAKFAST	LUNCH	DINNER	VEGETARIAN OPTIONS	VEGAN OPTIONS	GLUTEN-FREE OPTIONS	BEER/WINE	FULL BAR	LIVE ENTERTAINMENT
Uptown Pubhouse uptownpubhouse.com	\$\$									
 114 N. Leroux St. 928.773.0551										
Wanderlust Brewing Company wanderlustbrewing.com	\$									
 1519 N. Main St. 928.351.7952										
Weatherford Hotel – Charly's Pub & Grill, The Exchange Pub, The Gopher Hole and The Zane Grey Ballroom weatherfordhotel.com	\$\$\$									
 23 N. Leroux St. 928.779.1919 Historic landmark										

Wine Bar/Meadery

	AVERAGE PRICE RANGE	BREAKFAST	LUNCH	DINNER	VEGETARIAN OPTIONS	VEGAN OPTIONS	GLUTEN-FREE OPTIONS	BEER/WINE	FULL BAR	LIVE ENTERTAINMENT
Drinking Horn Meadery drinkinghornmeadery.com	\$\$									
 506 N. Grant St. 928.774.1049										
FLG Terroir flgterroir.com	\$\$									
 17 N. San Francisco St. 928.773.9463										

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36°F

[f](#) [t](#) [v](#) [i](#)

[ABOUT FLAGSTAFF](#) [PLAN YOUR TRIP](#) [VISITOR GUIDE](#) [GET CONNECTED](#) [FLAGSTAFF EVENTS 365](#)

ACCOMMODATIONS

Check-in for where to stay in Flagstaff.
[LEARN MORE](#)

DINING / NIGHTLIFE

Get the dish on Flagstaff restaurants and local brews.
[LEARN MORE](#)

THINGS TO DO

Your Flagstaff must-do list for both indoors and out!
[LEARN MORE](#)

FRESH BREWED BLOG

Sit down, relax and read our blog on all things Flagstaff.
[LEARN MORE](#)

[Seasonal Highlights](#)

BOOK A ROOM

EXPERIENCE FLAGSTAFF 360

Take a spin through the Flagstaff Visitor Center, Flagstaff Pulliam Airport, Lowell Observatory, Historic Downtown, Arizona Snowbowl and more with these fantastic 360 photos.

AZ BEER WEEK

Grab your growlers and get ready to celebrate the state's frothy creations during the 2018 Arizona Beer Week, February 8-18.

Visit the GRAND CANYON

PARK P FLAG

36°F

[f](#) [t](#) [v](#) [i](#)

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[ACCOMMODATIONS](#) [DINING / NIGHTLIFE](#) [THINGS TO DO](#)

[Seasonal Highlights](#)

ARIZONA BEER WEEK

Grab your growlers and get ready to celebrate the state's frothy creations during the 2018 Arizona Beer Week, February 8-18. For both craft beer aficionados and those just starting to develop an ale-loving palate the annual event emphasizes craft beer education, a look at the artistry of brewing and the pairing of gourmet grub with the perfect suds. More than 200 fun events will be held over the nine days with many events taking place right here in Flagstaff. From tap takeovers, beer tastings, beer pairing dinners and special discounts throughout the week, Flagstaff's breweries will be showcasing their craft.

For more information on Arizona Beer Week, visit arizonabeerweek.com

THURSDAY, FEBRUARY 8

Thursday, Feb. 8
Beer and Whiskey Flights!
All Day - Beaver Street Brewery: 928-779-0079
www.beaverstreetbrewery.com

Beer and Whiskey are a perfect match. The whiskey changes the beer and the beer changes the whiskey. Come in and try a flight and see for yourself! We are matching 3 great whiskeys with 3 great BBW beers!

Thursday
Flagstaff Beer Week Kickoff Party
Uptown Pubhouse
www.uptownpubhouse.net

Come celebrate the kickoff of Arizona Beer Week 2018 with all of the Flagstaff Breweries at Uptown Pubhouse. All 7 currently operating.

EXPERIENCE FLAGSTAFF 360

The Flagstaff CVB publishes Flagstaff Happenings on a weekly basis to highlight local events happening in and around Flagstaff.

Flagstaff Happenings

The Flagstaff CVB publishes Flagstaff Happenings on a weekly basis to highlight local events happening in and around Flagstaff.

CVB Webcam

Welcome to the Flagstaff webcam, enjoy one of Arizona's most magnificent views. Residents and Visitors of Flagstaff enjoy the transforming scenic view throughout the seasons.

PLAN YOUR TRIP

In the midst of the world's largest Ponderosa pine forest, at an elevation of 7000 feet (2,335 m), Flagstaff is a four season hub of...



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<https://youtu.be/s9Jm2H1pyD0>



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City of Flagstaff Proclamation

Craft Beer Month

WHEREAS, Arizona Beer Week is celebrated annually around the state in breweries, restaurants and liquor stores; and

WHEREAS, The Flagstaff-Grand Canyon region is the Craft Beer Hub of the Southwest; and



TEAM FLAGSTAFF

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City of Flagstaff Proclamation

WHEREAS, Flagstaff is home to eight craft breweries; and

WHEREAS, these breweries provide jobs and contribute to the economy throughout Flagstaff; and



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City of Flagstaff Proclamation

WHEREAS, Flagstaff's craft breweries are independently owned and committed to investing in the Flagstaff community; and
WHEREAS,

NOW, THEREFORE, I, CORAL EVANS, MAYOR OF THE CITY OF FLAGSTAFF, ARIZONA, recognize the month of February as Craft Beer Month.



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State of Arizona Commendation



WHEREAS, Flagstaff is home to eight craft breweries that support one of the city's key economic development sectors; and



WHEREAS, Arizona Beer Week is celebrated annually around the state in breweries, restaurants, and liquor stores; and



WHEREAS, the total economic impact of craft brewing in Arizona is nearly \$300 million annually, generating almost \$10 million in state sales taxes, and an additional \$1.4 million in federal and state excise or luxury taxes; and



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State of Arizona Commendation

WHEREAS, craft breweries are typically small, independently owned businesses and brewing is a creative process that results in distinct flavors that craft beer enthusiasts celebrate and travel to experience; and

WHEREAS, the City of Flagstaff's brewers are committed to their craft and passionate about providing world-class brews for people to enjoy, both locally and throughout the world. And the industry provides jobs for citizens, and brings together residents, brewers, distributors, retailers, restaurants, and entertainment venues in Flagstaff.



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State of Arizona Commendation



NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby recognize Flagstaff, Arizona as a Leading Craft Beer City.



TEAM FLAGSTAFF

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Thank you!



TEAM FLAGSTAFF

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7. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Tiffany Antol, Current Planning Manager
Co-Submitter: Neil Gullickson
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Consideration and Approval of the Abandonment of Final Plat: Request to abandon the final plat for the Condominiums @721 San Francisco; site is .44-acre in size and is located at 721 N San Francisco Street in the Single-family Residential Neighborhood (R1N), zone.

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission unanimously recommends approving the abandonment of the final plat, and authorizing the Mayor to sign the plat when notified by staff that all documents are ready for recording.

Executive Summary:

David Carpenter on behalf of the property owner David Kennen, is requesting to abandon a four-unit condominium plat located at 721 N San Francisco Street. One single-family residence exists on the site. The plat abandonment will allow for alternative development of the site. Please see the Vicinity Map on Sheet 1 of the plat.

Financial Impact:

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

Policy Impact:

There are no policy impacts affiliated with the abandonment of the final plat.

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

Council Goals

Economic Development -Grow and strengthen a more equitable and resilient economy.

Team Flagstaff Strategic Plan

Strategic Priority #4 - Work in partnership to enhance a safe and livable community.

Flagstaff Regional Plan

Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill site.

Has There Been Previous Council Decision on This:

City Council approved the tentative plat for this subdivision in July of 2006. The final plat was recorded in 2011.

Options and Alternatives:

1. Approve the plat abandonment as recommended by the Planning & Zoning Commission.
2. Approve the plat abandonment subject to conditions.
3. Deny the plat abandonment.

Background/History:

The final plat for "The Condominiums @721 San Francisco" was a four unit condo plat. The plat was applied to a .44-acre parcel with one existing residence. The remaining three units were never constructed. The applicant would now like to pursue other development options for the property and needs to abandon the condominium plat. No new development plans for property have been submitted for review. The property is zoned Single-family Residential Neighborhood (R1N) which would allow a density of up to six units. The property is also located within the Transect Overlay within the T3 designation.

Key Considerations:

The property is not located within the Resource Protection Overlay zone. No new development is approved through this plat abandonment. No systems analysis is required.

Community Benefits and Considerations:

Community benefits and considerations are explained in detail in the attached Planning & Zoning Commission staff report dated January 10, 2018.

Community Involvement:

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

Attachments: Planning & Zoning Commission Staff Report
 2006 Condo Staff Report
 Abandonment Plat

DEVELOPMENT SERVICES DIVISION PLAT ABANDONMENT

PZ-17-00162-01

DATE: January 2, 2017
MEETING DATE: January 10, 2017
REPORT BY: Neil Gullickson

REQUEST:

A request from David Carpenter on behalf of the property owner David Kennen, to abandon the final plat for The Condominiums @ 721 San Francisco. If abandoned, the four condominium units will cease to exist and the property will return to one parcel. One single-family residence exists on the site, where it will no longer be considered a condominium. The site is .44-acre in size and is located at 721 North San Francisco Street in the R1N, single-family residential neighborhood zoning district.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the abandonment plat to the City Council with a recommendation for approval.

PRESENT LAND USE:

Four-unit condominium subdivision: one unit is constructed, three are not built.

PROPOSED LAND USE:

One single-family residence on one parcel.

NEIGHBORHOOD DEVELOPMENT:

North: Residential Use, R1N single-family residential neighborhood zoning district;
East: Church Use, R1 single-family residential zoning district;
South: Residential Use, R1N single-family residential neighborhood zoning district;
West: Residential Use, R1N single-family residential neighborhood zoning district.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed abandonment plat meets the requirements of the Flagstaff Land Development Code, and the Flagstaff Engineering Design and Construction Standards and Specifications.

STAFF REVIEW

Introduction

On June 13, 2006, the Planning and Zoning Commission reviewed and forwarded a recommendation for approval to the City Council for a four-unit condominium plat called the "The Condominiums @ 721 San Francisco". Subsequently the City Council approved a final plat for the development. At the time of approval one existing single-family home containing three bedrooms and approximately 2,528 square feet of living space

existed on the site. This structure remains today, and is the sole structure on the site; the other three condominium units that were approved have not been constructed. The applicant is not proposing any changes to the existing structure. The Tentative Plat Report from June 13, 2006 is attached to this report.

ZONING REQUIREMENTS

Density/Development Standards

Allowable density within the R1N zoning district is based on one unit per 3,000 square feet of land area. This .44-acre site has an allowable density of six dwelling units. This site is located within the Transect Overlay and includes the T3 designation. If the plat is abandoned the property owner will be able to apply for alternative development options as the zoning code permits.

Natural Resources

This site is not located within the Resource Protection Overlay.

Open Space

No new development is approved through the plat abandonment.

Landscaping

No new development is approved through the plat abandonment.

Lighting

The .44-acre site is in astronomical zone II that allows for 50,000 lumens per acre or 22,000 lumens. Future development will be subject to compliance with the outdoor lighting standards.

Design Review Guidelines

No new development is approved through the plat abandonment.

SYSTEMS ANALYSIS:

Access and Traffic

Vehicle access to the existing unit is gained directly from North San Francisco Street

Transit Facilities

The nearest public transit stop to the proposed subdivision is located at the intersection of North Beaver Street and West Hunt Avenue which is two blocks west of the site.

Water and Wastewater

No changes to the water and wastewater services for the existing home are anticipated.

Stormwater

No new development is approved through the plat abandonment.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward a recommendation for approval of the Abandonment of Final Plat for Condominiums @ 721 San Francisco.

Attachments:

- Final Plat application
- Applicant's letter of 11/27/2017
- Reduced copy of Final Plat Condominiums @ 721 San Francisco
- Abandonment of Final Plat for Condominiums @ 721 San Francisco

DEVELOPMENT SERVICES DIVISION TENTATIVE PLAT REPORT

PC SUB 06-007

DATE: June 7, 2006
MEETING DATE: June 13, 2006
REPORT BY: Vincent Knaggs

REQUEST:

A request from David Kennen for tentative plat approval for The Condominiums @ 721 San Francisco. This tentative plat will allow for the conversion of an existing single-family building into a residential condominium and three new condominium units for a total of four living units on a .44-acre parcel located at 721 North San Francisco Street in the RML-E, One and Two-Family Residential Established Zoning District.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the tentative plat to the City Council with a recommendation for approval subject to the condition that items number 6, 9, and 10 of the May 11 2006 Development Review Board approval are satisfied.

PRESENT LAND USE:

A single-family residential use.

PROPOSED LAND USE:

Four (4) residential condominium units.

NEIGHBORHOOD DEVELOPMENT:

North: Residential Use, RML-E Zoning District;
East: Church Use, R1-E Zoning District;
South: Residential Use, RML-E Zoning District;
West: Residential Use, RML-E Zoning District.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed tentative plat meets the requirements of the Flagstaff Land Development Code and the Flagstaff Engineering Design and Construction Standards and Specifications.

STAFF REVIEW

Introduction

The existing single-family structure is a well kept, older home containing three bedrooms and approximately 2,528 square feet of living space. The applicant is not proposing any changes to the existing structure. A two-car garage will be constructed to provide the required parking for this unit. Ordinance No. 2006-01, which amends the Uniform Fire Code 1997 Edition and establishes requirements for subdividing existing structures to

create condominiums, shall apply to this structure. There will be three new three-story units constructed on the rear portion of the site. Each unit will contain three bedrooms, approximately 2,325 square feet of living space, and a two-car garage to provide the required parking for these units.

Flagstaff Area Regional Land Use and Transportation Plan

This parcel is designated Medium Density Residential per the Regional Land Use Plan. This category includes duplexes, manufactured and modular homes, apartments, town homes and other forms of attached housing, and many of the older single-family areas of the city that were subdivided with 25-foot wide lots. The net density range for this category is 6 to 12 dwelling units per acre. This category may also include such supporting land uses as neighborhood shops and services, parks and recreation areas, religious institutions and schools. A full range of urban services and infrastructure is required. The proposed four units on this .44-acre site represent a net density of eleven units per acre. The proposed residential condominium subdivision is in conformance with the Regional Plan.

ZONING REQUIREMENTS

Density/Development Standards

Allowable density within the RML-E zoning district is based on one unit per 3, 000 square feet of land area. This .44-acre site has an allowable density of six dwelling units; four units are proposed. The allowable lot coverage within the RML-E zoning district is 35%. The total lot coverage inclusive of existing and proposed buildings will be approximately 24%. The proposed development meets the front and sideyard setbacks as established by the RML-E zoning district. The standard rear yard setback of fifteen feet is not being met by this proposal, as an eight-foot setback was approved by the Development Services Director as part of an integrated site planning process. Additionally the proposed eight-foot setback allows the use of the public alley for vehicle access to the units. This type of setback is common in traditional neighborhood development when the alley is used for primary vehicle access. Per the RML-E development standards, building height is limited to 35 feet. The new structures will be approximately 38 feet in height at the top of the chimneys. A Design Review Guideline flexible measure provides for an increase of building height 10 feet above the district maximum when parking is located under the use.

Natural Resources

There are no resource protection requirements in the RML-E zoning district. However, the developer is maintaining a considerable amount of the existing trees on site. There are no slope or flood plain resources present on this site.

Open Space

There are no open space requirements in the RML-E Zoning District. However, the developer is providing open space areas in the form of designated common areas with walkways, a barbeque grill, tables and sitting benches and natural areas. Limited common areas will be designated for the existing house, (Unit 4) to preserve the areas that are currently associated with the structure.

Landscaping

The submitted landscaping plan utilizes the existing trees that will be preserved to meet the street bufferyard, peripheral bufferyard, and on-lot landscaping requirements per code. Any of the preserved trees identified on

the landscape plan that are disturbed or removed during construction shall be replaced with new plantings to meet the applicable landscaping requirements.

Lighting

The .44-acre site is located in astronomical zone II that allows for 50,000 lumens per acre or 22,000 lumens. Proposed site lighting will include both building mounted and walkway fixtures. All fixtures will be incandescent type lighting and will produce a total of approximately 16,220 lumens.

Design Review Guidelines

The proposed development meets the applicable Design Review Guidelines by incorporating the following elements.

- Providing convenient pedestrian connections from the units to the public sidewalk on North San Francisco Street.
- Parking for three of the units will be located underneath the buildings with the public alley providing primary vehicle access to these units.
- Multiple roof planes, sloping roofs, overhanging eaves, lap siding, split-face block and muted earth tone colors will be utilized on the three new units.
- Lap siding, sloping roof form and overhanging eaves are present on the existing structure. Similar materials and elements will be utilized on the two-car garage that will be constructed to provide a uniform appearance of the two structures.

SYSTEMS ANALYSIS:

Access and Traffic

Vehicle access to the existing unit will be directly from North San Francisco Street via a new driveway to the garage. A hammerhead has been added to the driveway that will allow vehicles backing out of the garage to turn around and approach the street in a forward movement. This is required because back-out movements onto an arterial roadway are prohibited by the City's Engineering Standards. Pedestrian access to this unit will be provided by a walkway connection from the public sidewalk to the front entry door. The developer will be required to construct edge improvements along North San Francisco Street that include a six-foot sidewalk, five-foot parkway, curb, gutter and match up pavement. The developer will provide the necessary easements for a portion of public sidewalk to be located on the parcel.

Vehicle access to the three new units will be through the public alley located along the west property boundary to the garages. The developer will be required to pave the alley along the frontage of the parcel to provide a continuous paved access to West Sullivan Avenue and East Columbus Avenue. Pedestrian access to these units will be provided by a walkway connection to the public sidewalk located on North San Francisco Street through a designated common area. An internal sidewalk system will provide access to the entry door of each unit and to the paved alley.

Transit Facilities

The nearest public transit stop to the proposed subdivision is located at the intersection of North Beaver Street and West Hunt Avenue which is two blocks west of the site.

Water and Wastewater

The existing public water and sewer lines are adequate to serve this development. Individual water service lines will be installed from the units along the north property line and connected into the existing, six-inch public line located in North San Francisco Street. Individual sewer service lines will be connected into the existing, eight-inch sewer line located in the public alley along the west property boundary. The developer will provide the necessary easements for the utility connections and a relocated fire hydrant. The existing unit is already connected to the public systems.

Stormwater

New impervious surfaces do not exceed 5,000 square feet; therefore, stormwater detention is not required.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the tentative plat to the City Council with a recommendation for approval subject to the condition that items number 6, 9, and 10 of the May 11, 2006, Development Review Board approval are satisfied.

Attachments:

- Development Review Board Minutes of May 11, 2006.
- Tentative Plat Application.
- Draft Covenants, Conditions and Restrictions.
- Tentative Plat of The Condominiums @ 721 San Francisco.

DEDICATION

STATE OF ARIZONA }
COUNTY OF COCONINO }

KNOW ALL MEN BY THESE PRESENTS: THAT DAVID KENNEN, HEREBY PUBLISHES THIS PLAT AS AND FOR THE AMENDED FINAL PLAT OF CONDOMINIUMS @ 721 SAN FRANCISCO, LOCATED ON LOTS 1-3 AND A PORTION OF FORMERLY SULLIVAN AVE. BLOCK 83 OF "NORTHEAST ADDITION" TO THE TOWN OF FLAGSTAFF BOOK 1, PAGE 33 RECORDS OF COCONINO COUNTY AND AS SHOWN ON THE FINAL PLAT OF CONDOMINIUMS @ 721 SAN FRANCISCO COCONINO COUNTY RECORD INSTRUMENT NO. 3605940 LOCATED IN THE NW 1/4 OF SECTION 15 TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE LOTS CONSTITUTING SAME AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

IN WITNESS WHEREOF: THE UNDERSIGNED HAS EXECUTED THIS DECLARATION AS OF THE ____ DAY OF _____, 2017.

BY: _____
DAVID KENNEN

CITY OF FLAGSTAFF

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE ____ DAY OF _____, 20____

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY ENGINEER AND THE PLANNING DIRECTOR, CITY OF FLAGSTAFF, ARIZONA ON THE ____ DAY OF _____, 20____

BY: _____ PLANNING DIRECTOR

BY: _____ CITY ENGINEER

ACKNOWLEDGMENT

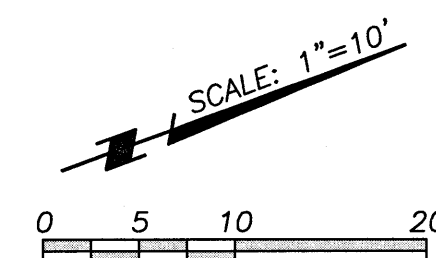
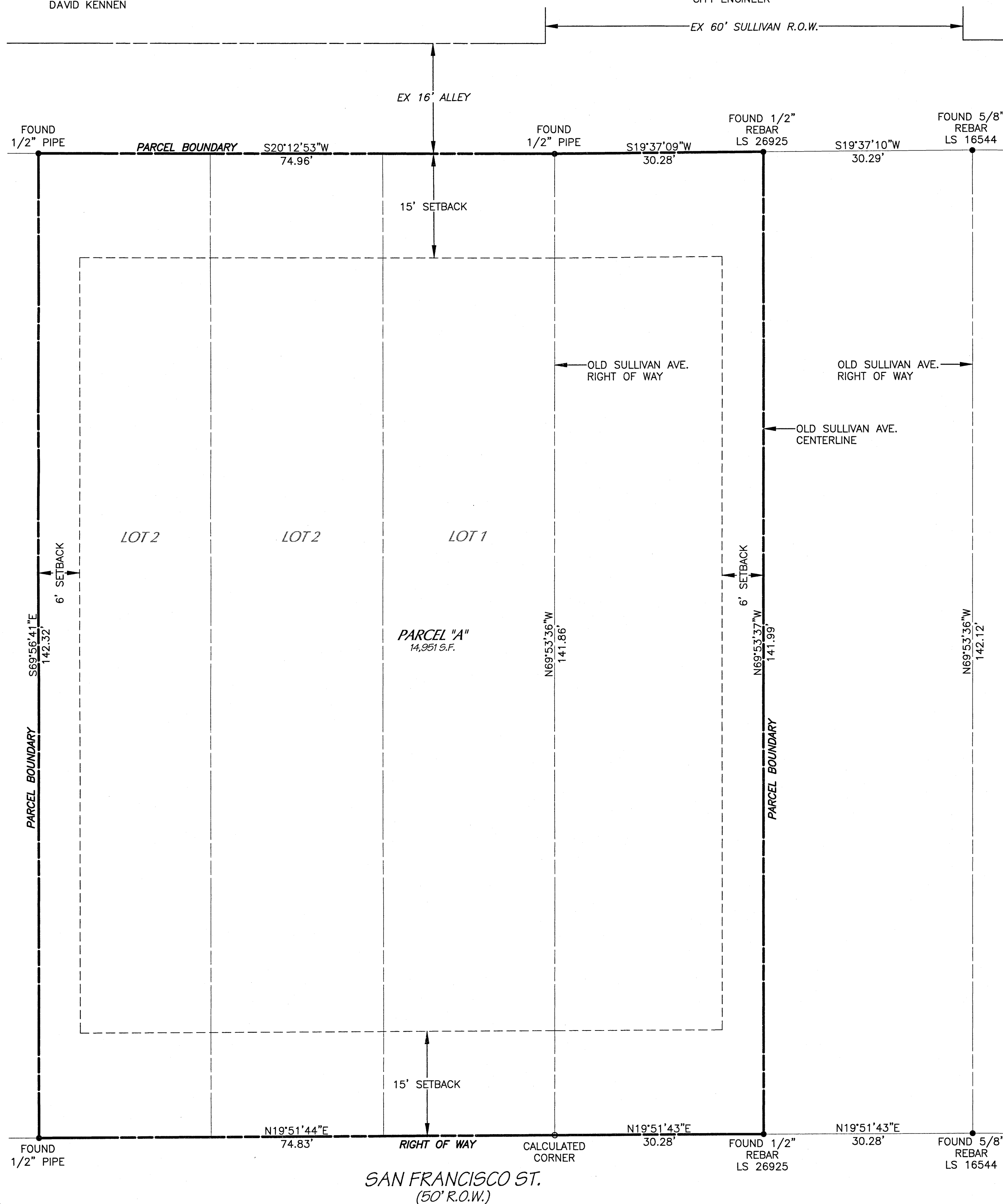
STATE OF ARIZONA }
COUNTY OF COCONINO }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2017, BY DAVID KENNEN.

NOTARY PUBLIC

AMENDED FINAL PLAT FOR CONDOMINIUMS @ 721 SAN FRANCISCO

LOCATED ON LOTS 1-3 AND A PORTION OF FORMERLY SULLIVAN AVE. BLOCK 83 OF "NORTHEAST ADDITION" TO THE TOWN OF FLAGSTAFF BOOK 1, PAGE 33 RECORDS OF COCONINO COUNTY AND AS SHOWN ON THE FINAL PLAT OF CONDOMINIUMS @ 721 SAN FRANCISCO COCONINO COUNTY RECORD INSTRUMENT NO. 3605940 LOCATED IN THE NW 1/4 OF SECTION 15 TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA



SURVEY WAS PERFORMED IN JUNE OF 2017, BY HERITAGE LAND SURVEYING & MAPPING INC., JOB No. 17-05101ST, DATED 6/6/2017. INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PROJECT INFORMATION

PROJECT NAME: AMENDED FINAL PLAT
CONDOMINIUMS @ 721 SAN FRANCISCO

PROJECT LOCATION: 721 N SAN FRANCISCO
FLAGSTAFF, AZ. 86001

APN NUMBER: 101-05-110B, C, D & E

PARCEL ACREAGE: 0.3432±

PARCEL SQUARE FOOTAGE: 14,951

NUMBER OF CURRENT UNITS: 4

NUMBER OF PROPOSED UNITS: 1

LAND USE DESIGNATION: URBAN EXISTING

CURRENT ZONING DISTRICT: R1N

PROPOSED ZONING DISTRICT: R1N

MAX. LOT COVERAGE: 35%

MAX. BUILDING HEIGHT: 35'

CURRENT USE: RESIDENTIAL

PROPOSED USE: RESIDENTIAL

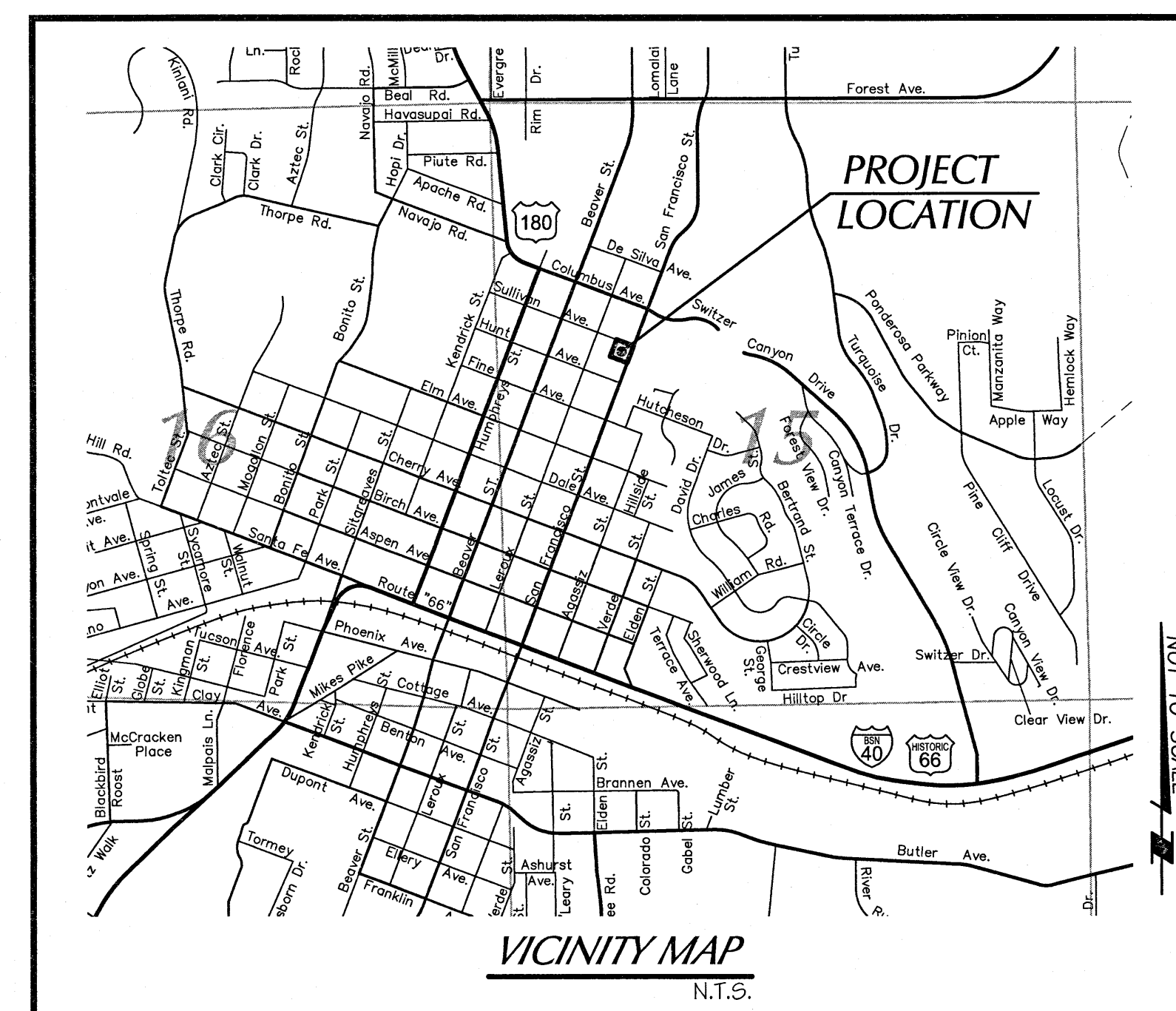
OWNER/DEVELOPER: DAVID KENNEN
250 SUNSET DR. #4
SEDONA, AZ. 86336

UTILITY COMPANY ACKNOWLEDGMENT

MARTIN CONBOY	_____	DATE
UNISOURCE ENERGY	_____	_____
MANUEL HERNANDEZ	_____	DATE
CENTURYLINK	_____	_____
CHAD BROOKS	_____	DATE
ARIZONA PUBLIC SERVICE	_____	_____
SANFORD YAZZIE	_____	DATE
SUDDENLINK	_____	_____

ADEQUATE WATER SUPPLY NOTE

THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-900002.0002



7. B.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Kimberly Bodington, Associate Planner
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Consideration and Approval of Final Plat: Request from Rick Natenberg, for the subdivision of Grand Summit Condominiums, approximately .70-acre (34,347 square feet) in the Single-family Residential Neighborhood (R1N) zone to be converted into 12 condominium units. Please see Page 1 of the Final Plat attachment for the Vicinity and Site Maps.

STAFF RECOMMENDED ACTION:

Staff recommends that City Council approve the Final Plat and authorize the Mayor to sign both the Final Plat and City/Subdivider Agreement when notified by staff that the documents are ready for recordation.

Executive Summary:

Rick Natenberg is requesting Final Plat approval for a 12-unit condominium located at 920 W Grand Canyon Avenue and 923 W Summit Avenue to allow for the sale of individual residential units.

Financial Impact:

No financial liabilities are anticipated by the approval of the Final Plat.

Policy Impact:

There are no policy impacts affiliated with this Final Plat.

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

Team Flagstaff Strategic Plan:

Strategic Priority #4- Work in partnership to enhance a safe and livable community.

Flagstaff Regional Plan:

The current land use designation for the site is Existing Urban requiring a minimum of eight (8) units per acre. The proposal of 17 units per acre conforms to the Existing Urban land use designation.

Has There Been Previous Council Decision on This:

There have been no previous Council decisions in regards to this application.

Options and Alternatives:

1. Approve the Final Plat with no conditions.
2. Approve the Final Plat with added conditions.
3. Deny the Final Plat based on non-compliance with the Zoning Code, the Subdivision Code, and /or Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

The current development consists of ten (10) residential units in the form of five (5) duplexes. A site plan for two (2) new units (one duplex) was approved by IDS on August 8, 2017. The two additional units have not yet been constructed. The subject property was developed as a multi-family project in 1987 when a single-family residence was demolished and replaced with several duplex units. The applicant was able to request an abandonment of the adjacent un-built right-of-way known as Wilson Street attributing to the odd shape of the parcel. This abandonment allowed the property owner to reach the current density of ten units. The additional units are interior to the project and will not be visible from either street frontage, therefore the new units have a similar design as the original project duplexes.

Key Considerations:

This application is a condominium plat which takes a multi-unit complex, such as the subject property, and creates the ability for individually-owned units. In this case, the units are defined as the air space within the walls of each structure. Once the plat is complete, the buyer of a unit will receive a recordable deed to the individual unit purchased; including the right to sell, mortgage, etc. that unit and sharing in joint ownership of any common grounds, parking areas, and access. Areas outside of the unit can be set aside for the individual owners as "limited common elements". The preliminary plat delineates all of the elements affiliated with the individual units. The dimensions of the existing parcel and the structures remain as they are today, but the ownership of the individual units may change.

Community Benefits and Considerations:

Community benefits and considerations are explained in detail in the attached Planning & Zoning commission report dated August 8, 2017.

Community Involvement:

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

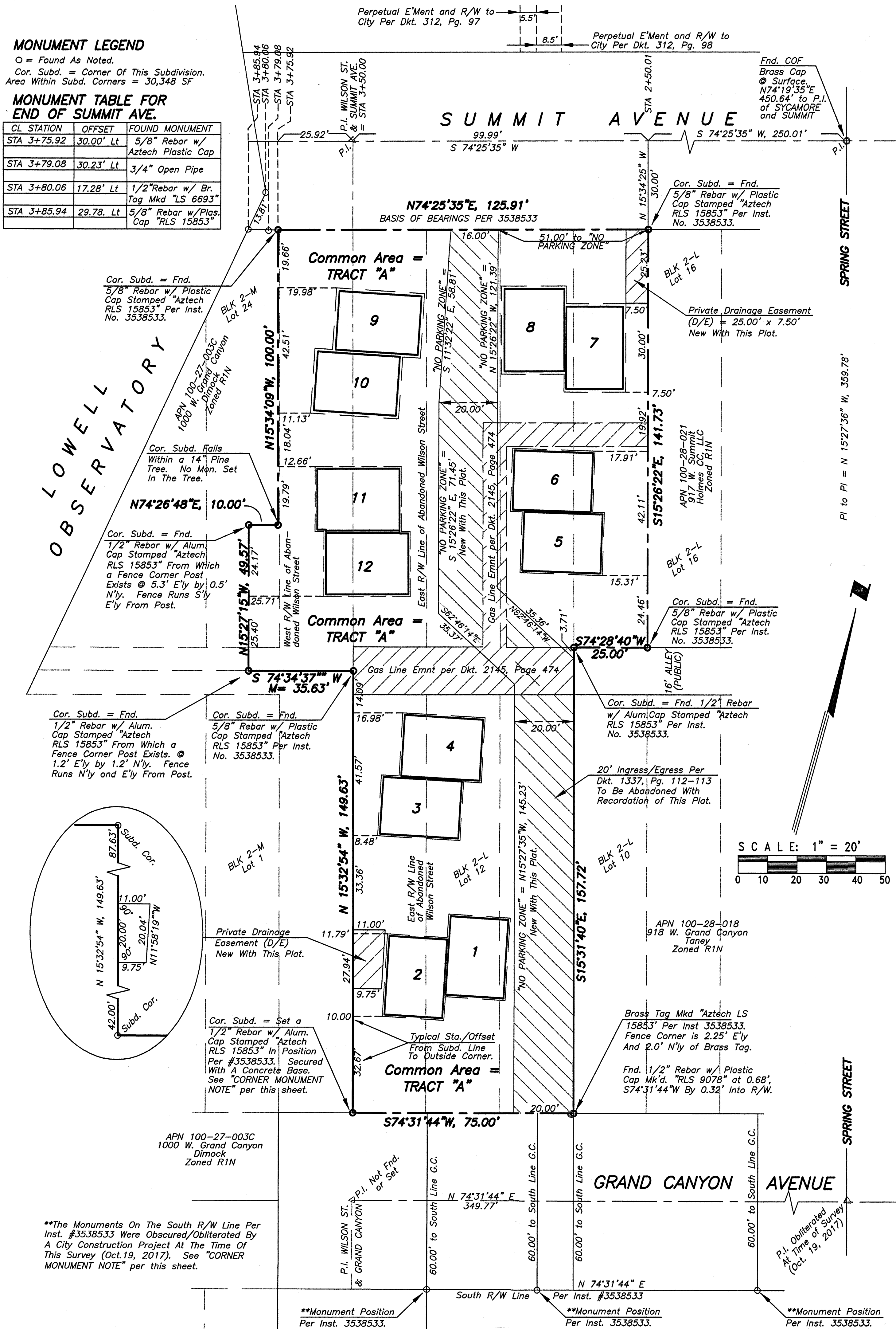
Attachments: [Grand Summit Final Plat Pg.1](#)
 [Grand Summit Final Plat Pg.2](#)
 [Grand Summit Final Plat Pg.3](#)
 [City Subdivider Agreement](#)

MONUMENT LEGEND

O = Found As Noted.
Cor. Subd. = Corner Of This Subdivision.
Area Within Subd. Corners = 30,348 SF

MONUMENT TABLE FOR END OF SUMMIT AVE.

CL STATION	OFFSET	FOUND MONUMENT
STA 3+75.92	30.00' Lt	5/8" Rebar w/ Aztech Plastic Cap
STA 3+79.08	30.23' Lt	3/4" Open Pipe
STA 3+80.06	17.28' Lt	1/2" Rebar w/ Br. Tag Mkd "LS 6693"
STA 3+85.94	29.78' Lt	5/8" Rebar w/Plas. Cap "RLS 15853"



FRANCHISE UTILITY COMPANY APPROVALS:

Arizona Public Service (Electric) _____ Date _____

Unisource Energy (Gas) _____ Date _____

Centurylink (Telephone) _____ Date _____

Suddenlink (CATV) _____ Date _____

WATER SUPPLY NOTE: The City of Flagstaff provides water (utility) service pursuant to State law and is currently operating under a Designation of Adequate Water Supply granted by the Arizona Department of Water Resources, Application No. 41-900002.0002.

CITY OF FLAGSTAFF APPROVALS:

It is hereby certified that this Plat has been officially approved for the record by the Council of the City of Flagstaff, Coconino County, Arizona on this _____ day of _____, 2017.

By: _____ Mayor
Attest: _____ City Clerk

It is hereby certified that this Plat has been officially approved for the record by the Community Development Director and by the City Engineer, City of Flagstaff, Coconino County, Arizona on this _____ day of _____, 2017.

By: _____ Development Director
By: _____ City Engineer

FINAL PLAT NOTES:

The parcel to be subdivided is described per Inst #3760523 and is shown per a survey recorded in Instrument 3538533. The subject parcel contains ten units in the form of five residential duplexes built between 1987 and 2001 by the Owner /Developer.

A SITE PLAN for an additional two new units (one more duplex) was approved via City project PZ-15-00122-01 on July 08, 2016.

Per Flagstaff City Code Title 11-20.60.020(A) and ARS 33-1219, these twelve units (ten existing and two un-built) are proposed for a Condominium Conversion via this FINAL PLAT. See Sheets 2/3 and 3/3 for floor areas of the Units and areas of the LCE's. The remainder is Tract "A".

SURVEY RECORDS LISTING:

Record of Survey per Inst # 3538533 in Sept., 2009
Lot Combination per Inst # 3760523 in Aug., 2016

Perpetual Easement and Right of Way per Dkt. 312, Pg. 97 in Aug., 1968
Perpetual Easement and Right of Way per Dkt. 312, Pg. 98 in Aug., 1968
Private Ingress/Egress Easement per Dkt. 1337, Pg. 112-113 in May, 1990
Right of Way Grant to Citizens Utilities per Dkt. 2145, Pg. 474-478 in Sept., 1998

CORNER MONUMENT NOTE: The limits of this Subdivision are coincident with the exterior boundary of Parcels 'A', 'B' and 'C' depicted in Results of Survey per Inst. # 3538533. The combined area of Parcels 'A', 'B' and 'C' total 30,348 SF (0.6967 Acres).

The exterior corners of Inst. #3538533 constitute the corners of this Subdivision and were recovered in October, 2017 for purposes of this Plat. A City roadway and utility construction project on Grand Canyon Avenue at the time of this recovery had obliterated/obscured the PI of Grand Canyon/Spring, the monuments along the south right of way of Grand Canyon Avenue and the most southwesterly exterior corner monument of this Subdivision. This most southwesterly corner was re-set on Oct. 19, 2017 using the record (#3538533) positions of the obscured points.

FEMA FLOOD NOTE: Per FIRM Map NO. 0400566808G, Panel 6808 dated Sep. 03, 2010, the subject parcel (this Subdivision) is entirely within Zone X. By definition, areas in Zone X have been determined to be outside the 0.2% (500-year) annual chance floodplain.

SHEET INDEX:

- COVER SHEET
NOTES, SIGNATURES
SUBDIVISION BOUNDARY
- BUILDING DIAGRAMS
UNITS 1 THROUGH 6
- BUILDING DIAGRAMS
UNITS 7 THROUGH 12

SUBDIVIDER/DECLARANT:

NAME OF OWNER/DEVELOPER: Grand Canyon Summit LLC
MAILING ADDRESS: 2150 River Valley Road, Flagstaff, AZ 86004
CONTACT PERSON: Rick Natenberg (As Managing Member) 928.853.3234;
rickynat@aol.com

DECLARATION and DEDICATION:

STATE OF ARIZONA)
COUNTY OF COCONINO) SS

KNOW ALL PERSONS BY THESE PRESENTS that Ricky Jay Natenberg, Managing Member of the Grand Canyon Summit LLC as Declarant, has subdivided that certain parcel of land located within the southwest one-quarter of Section 16 in Township 21 North, Range 7 East of the Gila and Salt River Meridian, Coconino County, Arizona and more particularly described in Instrument No. 3760523 under the name of "GRAND CANYON SUMMIT CONDOMINIUMS"

AND PUBLISHES THIS PLAT consisting of three sheets which sets forth the location and dimensions of each Unit, Tract and Limited Common Element;

AND HEREBY DECLARES that each Unit, Tract and Limited Common Element shall be known by the letter or number given to each respectively on this plat and that Tract "A" is a Common Area held by and for the members of the Grand Canyon Summit Condominium Owners Association, Inc.;

AND FURTHER DECLARES that the Limited Common Elements described in this plat are for the exclusive enjoyment of the specific Unit to which they adjoin;

AND DEDICATES easements where necessary for utility services for potable water, sewer collection, gas, electric and cable service on, over, through, upon or across the Common Area identified as Tract "A" hereon;

AND ALSO DEDICATES the easements shown hereon for the uses described for each, respectively, on the plat.

THE DECLARATION OF CONDOMINIUM and the Covenants, Conditions and Restrictions for same are filed concurrently with this plat in Instrument No. _____ official records of Coconino County, Arizona.

IN WITNESS WHEREOF the Grand Canyon Summit LLC has caused its name to be affixed and the same to be attested by the signature of its Managing Member, Ricky Jay Natenberg.

Ricky Jay Natenberg, Managing Member; Grand Canyon Summit LLC _____ Date _____

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF COCONINO) SS

On this, the _____ day of _____, 2017, before me personally appeared Ricky Jay Natenberg, as Managing Member of Grand Canyon Summit LLC and, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

My commission expires: _____ Notary Public _____



Britt DeMuth PE 15270,
LS 15853
aztechcivil@yahoo.com

aztech design, inc.
CIVIL ENGINEERING DESIGN, LAND SURVEYING
P.O. BOX 494 FLAGSTAFF, ARIZ. 86002 (928) 774-4409



FINAL PLAT FOR "GRAND CANYON SUMMIT
CONDOMINIUMS" IN THE SW/4 of SEC. 16,
T21N, R7E, G&SRM, COCONINO CO., ARIZONA

PZ-15-00122-04

SHEET

1 of 3

JOB #96020
ID: NTNLOW

CITY / SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State Arizona, hereinafter referred to as CITY; and Grand Canyon Summit, LLC, an Arizona limited liability company, Subdivider, hereinafter referred to as SUBDIVIDER.

WITNESSETH

WHEREAS, Grand Canyon Summit, LLC, (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as Grand Canyon Summit Condominiums ; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved preliminary plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.
2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.
3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.
4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year herein written.

SUBDIVIDER (Grand Canyon Summit, LLC):

By: *Rick Natenberg*
Rick Natenberg, as Trustee of the Ricky Jay Natenberg & Winifred Deborah Denny Revocable Living Trust, dated 12/09/97, Member

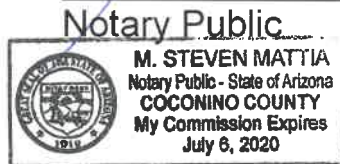
STATE OF ARIZONA)
)ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this ____ day of November, 2017 by Rick Natenberg, as Trustee of the Ricky Jay Natenberg and Winifred Deborah Denny Revocable Living Trust, dated 12/09/97, Member, Grand Canyon Summit, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission expires:

July 6, 2020



Dated this _____ day of _____ 20____ in Flagstaff,
Coconino County, Arizona.

By: _____
Mayor

ATTEST:

City Clerk

8. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacey Brechler-Knaggs, Grants and Contracts Manager
Co-Submitter: Todd Hanson, Collections/Landfill Director
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Consideration and Adoption of Resolution No. 2018-07: A resolution of the Flagstaff City Council approving an Intergovernmental Agreement for Inmate Work. *(IGA with the State of Arizona Department of Corrections, on behalf of Arizona State Prison Complex-Winslow) (*CHANGED FROM ITEM 8-D TO 8-A)*

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2018-07 by title only
- 2) City Clerk reads Resolution No. 2018-07 by title only (if approved above)
- 3) Adopt Resolution No.2018-07_

Executive Summary:

The Management Services Division recommends that the City Council enter into an intergovernmental agreement (IGA) with the Arizona Department of Corrections for inmate work crews to perform acceptable tasks with the City of Flagstaff. The City has a need for a labor force to support its landfill assignments, weed abatement, street maintenance, snow removal, trash collection, grounds maintenance, building maintenance, vehicle maintenance, physical plant maintenance, public works assignments, plumbing, carpentry and electrical, and forest maintenance at various locations mutually agreed upon between the City and the AZ Department of Corrections.

The Arizona State Prison Complex-Winslow (Department) has indicated they would like to continue this mutually beneficial program with the City of Flagstaff.

Financial Impact:

The City is required to pay for inmate labor at the rate of fifty cents per hour, to include approved extra hours, if applicable as authorized by the Department. To pay for Correctional Officer supervision of inmate work crews under this IGA, including overtime as requested and approved by City.

In addition, payment for inmate labor and Correctional Officer labor and overtime, if applicable, the City shall pay the Department for transportation costs at the State prevailing rate per mile for distance traveled by each Department transportation vehicle to and from the work site(s).

The City is required to provide necessary tools/equipment, sanitary facilities and any special clothing

required to accomplish work assignments. In addition, the City needs to appoint a work crew leader who may provide both technical and job supervision as necessary.

This is budgeted in FY 2018 in the amount of \$70,000, in account number 211-06-165-0631-0-4191.

Policy Impact:

None.

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

None.

Has There Been Previous Council Decision on This:

No, however in 2013 the City did enter into a contract # 130043DC with the AZ Department of Correction for such services and the contract is now nearing expiration on February 10, 2018. The contract exceeds \$50,000. In addition, because it is an intergovernmental agreement, ARS 11-952(F) requires, at a minimum, a resolution for the intergovernmental agreement to be approved by Council.

Options and Alternatives:

- Approve the IGA for Inmate work.
- Do not approve the IGA and the labor would then need to be provided by City staff.

Community Benefits and Considerations:

Inform.

Attachments: 18-037-23 Inmate Work Contract-IGA
 Res. 2018-07

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1645 West Jefferson Street, Mail Code 55302
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT / INTERGOVERNMENTAL AGREEMENT

This **Contract** is entered into between the **City of Flagstaff**, hereinafter referred to as the **Contractor**, and the Director of the **Arizona Department of Corrections**, for and on behalf of **Arizona State Prison Complex – Winslow (ASPC-Winslow)**, hereinafter known as the **Department**.

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

**CITY OF FLAGSTAFF
FEDERAL TAX I.D.# 86-6000244**

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual	Date
<u>Josh Copley</u>	
Typed Name	
City Manager	
Typed Title	
211 West Aspen Avenue	
Flagstaff, AZ 86001	
Address	

Signature of Authorized Individual	Date
<u>Ken Sanchez</u>	
Typed Name	
Chief Procurement Officer	
Typed Title	
1645 West Jefferson Street, Mail Code 55302	
Phoenix, Arizona 85007	
Address	

Additional Signatures as Applicable

Signature	Date
_____ Typed Name	_____ Typed Name
_____ Typed Title	

Signature	Date
_____ Typed Name	_____ Typed Name
_____ Typed Title	

WITNESSETH

WHEREAS, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 41-2501(B) and § 31-252, § 31-254; to execute and administer contracts and;

WHEREAS, the City of Flagstaff (Contractor) is authorized by A.R.S. § 9-240 to enter into agreements for services, and;

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

WHEREAS, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

WHEREAS, the Contractor has a need for a labor force to support its landfill assignments, weed abatement, street maintenance, snow removal, trash collection, grounds maintenance, building maintenance, vehicle maintenance, physical plant maintenance, public works assignments, plumbing, carpentry and electrical, and forest maintenance at various locations mutually agreed upon between the Contractor and the Department, and

WHEREAS, the Department is able to supply an inmate labor pool to support this work program for its ASPC–Winslow, as identified herein,

NOW, THEREFORE, the Department and the Contractor do hereby agree as follows:

1 THE CONTRACTOR AGREES:

- 1.1 To provide necessary tools/equipment, sanitary facilities and any special clothing required to accomplish work assignments.
- 1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. (Refer to Attachments #1A and #1B).
 - 1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
 - 1.2.2 Job supervision means that Contractor personnel shall regularly account for the inmates within guidelines specified by the Department

and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison, if an inmate poses security concerns, the liaison shall be contacted immediately.

- 1.3 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.
 - 1.3.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.
 - 1.3.2 If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed.
- 1.4 The Contractor shall provide the following with regard to the use of inmate labor for collection of City garbage, as well as for the other identified work tasks, as they may apply:
 - 1.4.1 Weekly safety meeting for sanitation staff and assigned inmate(s).
 - 1.4.2 Documented training to assigned inmate(s) specific to garbage collection activities. Training shall address, but need not be limited to, injury avoidance and risk management issues.
- 1.5 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
 - 1.5.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.
 - 1.5.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADC staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act (SARA Title III).

- 1.6 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 1.7 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 1.8 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.
- 1.9 To notify the Department 24 hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- 1.10 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
- 1.11 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.
- 1.12 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be followed:
 - 1.12.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
 - 1.12.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
 - 1.12.2.1 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.

- 1.12.2.2 If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
- 1.13 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable as authorized by the Department.
- 1.14 To pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime as requested and approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor, in agreement with the Department, must authorize the expense of additional Departmental staff before the expense is incurred.
- 1.15 In addition to payment for inmate labor and CO labor and overtime, if applicable, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.
- 1.16 That on or before the 15th business day of each calendar month, the Contractor shall make payment for all work performed during the preceding month. The check or warrant shall be made payable to Arizona State Prison Complex - Winslow and sent to the following address:
- Arizona State Prison Complex-Winslow
Attention: Business Manager
2100 South Highway 87
Winslow, Arizona 86001
- 1.17 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- 1.18 That inmates assigned to this work program shall not drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.
- 1.18.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #3.

1.18.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.

1.18.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.

1.18.4 Acquire and maintain applicable insurance in compliance with State requirements.

1.18.5 Designated off-road mobile equipment may be:

1.18.5.1 Riding lawnmowers, "Street Stripers", and golf carts or similar type equipment.

1.19 To comply with Department written instructions that has bearing upon the Contractor fulfilling assigned obligations under the terms of this Contract.

1.20 To employ adequate loss prevention procedures relative to Contractor's business operations in order to minimize job related injuries.

2 THE DEPARTMENT AGREES:

2.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Contractor's landfill assignments, weed abatement, street maintenance, snow removal, trash collection, grounds maintenance, building maintenance, vehicle maintenance, physical plant maintenance, public works assignments, plumbing, carpentry and electrical, and forest maintenance, at the location(s) identified herein.

2.2 That work assignments shall be performed at the Contractor's business location(s) mutually agreed upon between the Contractor and the Department.

2.3 To provide transportation of inmate workers to and from selected work site(s) in Department owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.

2.4 To provide sack lunches for inmates and furnish all clothing, except special protective clothing.

2.5 To provide security supervision of inmate workers in accordance with Department written instructions.

- 2.6 When mutually agreed to, if applicable, by the Department and the Contractor: to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday specific to each crew. The assigned CO shall follow Department notification procedures if:
- 2.6.1 An inmate fails to remain at the work site.
- 2.6.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.7 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.8 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.
- 2.9 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.
- 2.10 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
- 2.11 To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.
- 2.12 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.13 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1, of this Contract shall be followed.
- 2.14 To invoice the Contractor for payments due no later than the fifth (5th) business day of each month. Invoices shall identify the following:

- 2.14.1 Inmate name and ADC number
 - 2.14.2 Hours worked
 - 2.14.3 Rate of pay
 - 2.14.4 Mileage (if applicable)
 - 2.14.5 Vehicle repair expense (if applicable)
 - 2.14.6 Total amount invoiced
- 2.15 When CO supervision is required above the agreed upon level, invoices for CO supervision shall identify at a minimum the following:
- 2.15.1 Name of Institution
 - 2.15.2 CO name(s)
 - 2.15.3 CO hours worked including overtime hours, if applicable
 - 2.15.4 Total amount invoiced
- 2.16 That invoices shall be sent to the Contractor at the following address:

City of Flagstaff
Attention: Accounts Payable
211 West Aspen Avenue
Flagstaff, Arizona 86001

3 SPECIAL TERMS AND CONDITIONS

- 3.1 Term of Contract This Contract shall begin when all signatures are affixed and executed by the Department, but no earlier than February 10, 2018 when the existing contract will expire, and shall continue for a period of five (5) years unless terminated, canceled or extended, as otherwise provided herein.
- 3.2 This Contract may be terminated, without cause, by either party by provision of prior written Notice to the other. Such a Notice of Termination shall be effective thirty (30) calendar days after mailing the Notice by certified mail, return receipt requested, to the other party.
- 3.3 The Risk Management Division of the Arizona Department of Administration shall review and investigate all claims of Contractor personal property loss due to alleged negligence by the Department or the State.
- 3.4 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 3.4.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 3.4.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.5 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. §31-254.
- 3.6 Non-Availability of Funds Every payment obligation of either party under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and each party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 3.7 Cancellation for Conflict of Interest Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivision or any of the departments or agencies of

either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

- 3.8 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.9 Changes to the Contract shall be handled by formal amendment through Procurement Services.
- 3.10 Arbitration The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.
- 3.10.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.
- 3.11 Applicable Law This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, et seq.) and the Administrative rule promulgated there under (A.A.C. R2-7-901, et seq.)
- 3.12 Non-Discrimination The Contractor shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act.
- 3.13 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.

- 3.14 Audit of Records Pursuant to A.R.S. §35-214, the Contractors shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.15 The parties to this Contract agree that the State of Arizona and the Department of Corrections shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. The parties further agree that each party to this Contract shall be responsible for consequences arising from its own negligence.
- 3.16 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise notes, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 3.17 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.
- 3.18 In accordance with A.R.S §35-391 and A.R.S §35-393, each party hereby certifies that they does not have scrutinized businesses in Sudan and Iran.
- 3.19 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. §13-2501:
A.R.S. §13-2505
ADC Department Order 708

3.20 Unlawful Sexual Conduct

3.20.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of

Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

3.20.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

3.20.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

3.20.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

3.21 Federal Prison Rape Elimination Act 2003

3.21.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.

3.22 Contraband Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. §13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or

- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority A.R.S. §13-2501
 A.R.S. § 3-2505
 ADC Department Order 708

- 3.23 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.24 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 3.25 Government Procurement; E-Verify Requirement A.R.S. §41-4401
- 3.25.1 Each party warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)
- 3.25.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 3.25.3 Failure to comply with each party’s audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

3.25.4 The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph listed herein.

3.26 Indemnification

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

INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers **shall not** be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. 31-

221, and **no** information shall be released without prior written authorization from a representative of the Department.

- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- M. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- N. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- O. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

INMATE WORK PROGRAM UTILIZING ON-SITE CORRECTIONAL OFFICER(S) (CO)

- A. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- B. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- C. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- D. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- E. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- F. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. §31-221, and **no** information shall be released without prior written authorization from a representative of the Department.
- G. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- H. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- I. No inmate shall be placed in a supervisory capacity over any other inmate.

- J. The Contractor shall provide immediate notification to the on site CO of the following:
1. Unsatisfactory work or malingering of inmates. If requested, the Contractor shall furnish a written account of such unsatisfactory performance.
 2. The discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- K. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- L. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

SITE SAFETY AND HEALTH PLAN

Developed by: State of Arizona, Department of Administration
Risk Management Section

Provided by: Barry Keith, Manager, Safety and Environmental Services,
Administrative Services Division

1 PROGRAM OBJECTIVES

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.
 - 1.1.1 Minimize Personal injuries;
 - 1.1.2 Maximize Property Conservations;
 - 1.1.3 Achieve Greater Efficiency; and
 - 1.1.4 Reduce Direct and Indirect Costs
- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.
 - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.
 - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.
 - 1.2.3 Provide for the protection of adjacent property and safety of the public.
 - 1.2.4 Coordinate activities with others at the work location.
 - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
 - 1.2.5.1 Safety Meetings.
 - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #2
ADC Contract No. 18-037-23**

- 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards.
- 1.2.5.4 Employee/inmate safety instructions to all assigned work.
- 1.2.5.5 Safety training programs.

2 RESPONSIBILITIES

- 2.1 It is the purpose of the program to organize and direct activities, which will:
 - 2.1.1 Avoid injuries.
 - 2.1.2 Reduce construction interruption due to an accident.
 - 2.1.3 Assure a safe and healthy place to work.
- 2.2 The Project Manager is required to establish and administer a site-specific safety program and will:
 - 2.2.1 Make periodic loss prevention surveys.
 - 2.2.2 Submit written recommendations.
 - 2.2.3 Periodically attend safety meetings.
 - 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
 - 2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
 - 2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.
 - 2.2.7 Give due consideration to all safety factors during pre-planning.
 - 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
 - 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
 - 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
 - 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.

- 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
- 2.2.13 Promptly investigate any incident that causes injury or damage to property.
- 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.
- 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
- 2.2.16 Maintain an effective equipment inspection and maintenance program.
- 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
- 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
- 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
- 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.
- 2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

- 3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

- 3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

- 3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

- 4.1.1 The Project Manager will set up emergency procedures for the following categories:

- 4.1.1.1 Fire
- 4.1.1.2 Injuries
- 4.1.1.3 Injury to the general public
- 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
- 4.1.1.5 Public demonstrations
- 4.1.1.6 Bomb threats
- 4.1.1.7 Other exposures at the construction site

- 4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

- 4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.

- 4.1.2.2 Delegate responsibility for making emergency calls.

- 4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates. If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4 minutes, the Project Manager must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

- 4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

- 4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all

persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

- 4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.
- 4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager s shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.
- 4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.
- 4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.
- 4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.
- 4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance wit the laws and regulations of the regulatory bodies involved.
- 4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds

or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.

- 4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall be provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping

- 4.3.1 During the course of construction/renovation, house keeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.
 - 4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.
 - 4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.

4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.

4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.

4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.

4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.

4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.

4.6 Tools – Hand and Power:

4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.

4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.

4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.

- 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
- 4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.
- 4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
- 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.
- 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
- 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.
- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
- 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
- 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
- 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.

4.7 Earth Moving Equipment:

- 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
- 4.7.2 Operators shall wear seat belts while vehicle is in motion.
- 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
- 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
- 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
- 4.7.6 Equipment will have audible warning devices in good working order.

LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION

**UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE
EQUIPMENT**

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.2 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.3 Identification of specific training, inmates will receive for each type of off-road mobile equipment; and
 - 1.4 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 ADC shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor **shall not** proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to ADC for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.

- 5 Following review of training documents provided by the Contractor, and/or designee, shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

RESOLUTION NO. 2018-07

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
FLAGSTAFF AND THE ARIZONA DEPARTMENT OF CORRECTIONS FOR
INMATE WORK**

RECITALS:

WHEREAS, it is mutually beneficial for the City of Flagstaff (City) and the Arizona Department of Corrections (ADOC) to encourage opportunities for inmates to provide labor and work with the corporate boundaries of the City; and

WHEREAS, the ADOC management of inmate labor is beneficial for inmates in the custody of the ADOC providing opportunities for increased well-being of inmates; and

WHEREAS, inmate labor is beneficial for the City in providing services in a cost-efficient manner; and

WHEREAS, the City and State are empowered by Arizona Revised Statutes §§ 11-951 et. seq. to enter into intergovernmental agreements; and

WHEREAS, the City Council has read and considered the staff summary report and proposed intergovernmental agreement for inmate work, and finds that it is in the best interests of the City to enter into this intergovernmental agreement.

ENACTMENTS:

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

SECTION 1. That the Intergovernmental Agreement between the City of Flagstaff and the Arizona Department of Corrections for Inmate Work be hereby accepted and approved, and the City Manager be authorized and directed to execute said intergovernmental agreement on behalf of the City of Flagstaff.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of February, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

8. B.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Charity Lee, Real Estate Manager
Co-Submitter: Stacey Brechler-Knaggs
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Consideration and Approval of Amendment Two, Lease Agreement: Between the City of Flagstaff and Theatrikos, Inc. (*Lease of City building for theater*)

STAFF RECOMMENDED ACTION:

Approve Amendment Two to the Lease Agreement between City of Flagstaff and Theatrikos, Inc.

Executive Summary:

The City of Flagstaff and Theatrikos desire to replace Amendment One of the Lease Agreement with Amendment Two. Amendment Two addresses the lease extension, rental increases/adjustments, repairs and maintenance responsibilities of each party and the re-configuration of the parking at the facility. The proposed changes to the Lease provide benefits to the City and Theatrikos and further clarify responsibilities under the lease. The City and Theatrikos have agreed to the changes of the contract and desire that Council approve Amendment Two as drafted.

Financial Impact:

Maintenance and Repairs: The Lessee is responsible for repairs of the facility. However, if the City is notified of building safety concerns, City may be asked to correct repairs in excess of \$5,000. City may pay for all or a portion of the repair costs, or may elect to terminate this Agreement if the facility is deemed unsafe for habitation and repair costs are deemed by a party to be cost prohibitive. City has a catastrophic fund for unforeseen maintenance, and or repairs that deemed necessary for City leased facilities.

Landscaping and snow removal are costs to the City.

Revenue:

Annual lease revenue for FY 2018, \$15,992.90
Annual lease revenue for FY 2019, \$16,473.67

Policy Impact:

None

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**ECONOMIC DEVELOPMENT**

Grow and strengthen a more equitable and resilient economy.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Approve Amendment Two as drafted
2. Suggest changes to Amendment Two
3. Do not approve Amendment Two

Background/History:

The City building at 11 West Cherry Avenue was constructed in 1923 and was the original Babbitt homestead. Over the years this property was the home to the Flagstaff Elks lodge, The Workers Union Meeting Locale and the Flagstaff Public Library.

In 1972, a group of Flagstaff citizens met in the basement of the Weatherford Hotel to form a non-profit community theater now known as the Theatrikos Theatre Co. For sixteen years Theatrikos performed at various locations around the City until it entered into a lease for the use of the City building located at 11 West Cherry Avenue. Theatrikos has operated that space as a community arts hub, drawing thousands of patrons downtown each year since 1988. Today the building is known as the Doris Harper-White Community Playhouse. In 2006 a new Lease between the City and Theatrikos was approved by Council, and in 2010 Amendment One to the lease was approved by Council.

Key Considerations:

This Amendment Two addresses

1. Rental increase
2. Annual rental adjustment change from 7% to 2%
3. Repairs and maintenance responsibilities
4. Reporting
5. Parking

The proposed changes to the Lease provide benefits to the City and Theatrikos and further clarify responsibilities under the lease.

Expanded Financial Considerations:

Amendment Two will replace Amendment One with the following changes.

Section 3**3. Term and Option to Renew.**

Lease extended to October 30, 2026 with the option to extend for an additional 5 years at the end of the lease term. The current lease expires October 21, 2021 with the option for the City to extend for an additional 10 years.

3.1 Cancellation for Convenience. Each party reserves the right to terminate this Lease upon at least 18 months' written notice. (This was increased from 30 days to give Theatrikos ample time and notification in the event of termination to find a replacement building).

3.2 Termination due to Repair Costs. (This is an addition to the lease and is referenced in Section 8.4.)

Section 4:

4. Rent. (Rental increase due to annual adjustment.)

Monthly rent of \$1,065.54 from July 1, 2017 until October 2017. Rent of \$1,140.11 from November 1st, 2017 through the remainder of the Lease term, along with adjustment as provided for herein.

4.2 Annual Adjustment. Changed annual adjustment of 7% to 2% on November 1st of each year. (This change is to be consistent with other City leases.)

4.3 Repair Adjustments. Lessee to continue paying \$217.49 per month until October 30, 2021 for prior roof repairs totaling \$28,491.00. In the event of early termination Lessee to pay the balance still owing within 30 days.

4.4 Reporting. Lessee shall submit a detailed annual report and profit and loss statement to the Lessor by April 15th annually.

(Added a date for reporting.)

Section 6

6. Acceptance of Premises. Lessee accepts premises in existing condition. (No change.) Lessor may but is not obligated to make any repairs or to maintain the building or improvements. (This is a clarification of existing practice.) Lessor shall not be held responsible for damages to Lessee's property.

Section 8.

8. Repairs, Maintenance and Alterations.

- Lessee, at its cost and expense, shall keep and maintain the exterior and interior of the Premises, the building and improvements. (No change.)
- Lessee shall obtain written consent of Lessor prior to making any alterations or improvements to the facility. (No change.)
- Lessee shall obtain all necessary permits and retain licensed contractors to perform work and all approved alterations shall be in compliance with all applicable laws. (This is clarification.)
- All alterations, additions or improvements shall become the property of Lessor and shall remain with the Premises. (No change.)
- Lessee shall indemnify and hold Lessor harmless and keep property free of mechanic's or any other liens. (No change.)

8.1 Any damage caused by Lessee shall be repaired by Lessee. Lessor may repair any damages but shall be reimbursed by Lessee. (This is clarification.)

8.2 If Lessor elects to make repairs, Lessor's repairs shall not be construed to create an obligation to continue to make repairs. Lessor will not make repairs covered by insurance. (This is clarification.)

8.3 Lessee shall notify Lessor of any building safety concerns. Lessor may pay for repair costs for building and safety issues that exceed \$5,000, or may elect to terminate this Agreement if the facility is deemed unsafe for habitation and repair costs are deemed by a party to be cost prohibitive; in this event either party may elect to terminate the Lease and Lessee shall have 30 days to vacate the Premises. (New.)

8.4 Lessor will maintain the landscaping and provide snow removal of the parking lots. (Conforms with City practice.)

- Lessee responsible for snow removal on sidewalks. (Conforms with sidewalk ordinance.)

Section 10.

10. Parking. Lessor reserves the right to exclusive use and management of the parking area on the Premises, Lessee not entitled to any reduction in rent or compensation in the event Lessor modifies the parking arrangements. ParkFlag is installing parking meters on some parking spaces and posting Facility Permit ("F" permit) sign on other parking spaces. F permit is a facility specific parking permit that enables the permit holder to park in "Parking Permit Required F-Permit" parking lot spaces of a specific facility. (New.)

10.1 The metered parking spaces will be available for public parking on a pay-to-park basis during the hours posted. Lessee may use the metered parking spaces in the same manner as any member of the public. (New.)

10.2 The F parking spaces will be available for use only by those who hold an F permit during working

hours as posted. and available to the public on a first come first serve basis after working hours. Lessee will receive ten (10) F permits at no cost to Lessee. (New.)

Community Benefits and Considerations:

Theatrikos Theatre Co. is an award-winning community theater organization, serving the Northern Arizona region since 1972, offering high-quality live theatrical productions and developmental opportunities, utilizing a diverse base of writing and production talent that reflects the community at large. The programs are inclusive, family-oriented, and responsive to the community's needs and interests. Each year, these programs include:

- Six MainStage productions throughout the year, running for three weeks each. Each of these shows is attended by 700 to 1,200 patrons, many of whom attend the local restaurants downtown before and after the show. This is potentially a draw of 4,200 to 7,200 people to downtown Flagstaff annually.
- Five TheatriKids plays, plus at least five week-long workshops for kids ages 4 to 18, bringing close to 300 children on-stage each year. No child is ever turned away due to inability to pay, as \$3,000 in need-based scholarships is awarded annually.
- A free youth theater program, Stage Buddies, which brings together individuals with disabilities alongside previous TheatriKIDS participants to put on a show.
- Numerous on-site and off-site free or heavily discounted productions and workshops for school groups. In the past three years, this has included Sechrist Elementary, Marshall Magnet School, Haven Montessori, Mountain School, the Flagstaff Arts and Leadership Academy, Northland Preparatory Academy, BASIS, Flagstaff Junior Academy, as well as several Home school groups.
- One to two Studio Series productions, which present more challenging and topical works to the community and invite experts from the community for panel discussions.
- Eight annual special preview performances for local social service groups and senior centers.
- Fundraising efforts for local organizations, such as collecting warm clothes, food, and money for groups like Hope Cottage, Flagstaff Family Food Center, and Coconino Humane Association.
- The opportunity for local visual arts to display their work in a setting that does not charge any gallery fees.

Community Involvement:

None

Attachments: 2006 Lease Agreement
 Lease Amendment One
 Lease Amendment Two
 Site Map

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made and entered into as of this 17 day, of October, 2006 by and between the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona, with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Lessor"), and Theatrikos Inc. an Arizona corporation ("Lessee").

RECITALS

- A. Lessor is the owner of certain real property located at 11 West Cherry Avenue in Flagstaff, Arizona (the "Premises"). The Premises consist of the existing building, paved parking lot, and other improvements located on lots 13 through 18 of Block 34, Flagstaff Townsite, Railroad Addition, Coconino County, Arizona.
- B. Lessee is desirous of leasing the Premises from Lessor, and Lessor has accepted the bid of Lessee pursuant to a Request for Proposals that has been properly conducted pursuant to City requirements.

AGREEMENT

1. **Leased Premises.** In consideration of the rents, covenants, and conditions hereinafter reserved, Lessor does hereby lease to Lessee and Lessee hereby takes and lets from Lessor the Premises.
2. **Use.** Lessee shall use the Premises for the fine and performing arts and shall make the Premises available to other art organizations. Lessee may charge a reasonable fee to other art organizations for the use of the Premises. Lessee shall not use or permit the Premises, or any part thereof, to be used for any purpose other than the purposes for which the Premises are leased; and no use shall be made or permitted to be made of the Premises which will increase the existing rate of insurance upon the building located on the Premises, or cause a cancellation of any insurance policy covering the building on the Premises. If Lessee uses the Premises for purposes other than those purposes specified in this lease (by which Lessor's written approval is required) and these uses increase Lessor's insurance premium, this additional premium cost will be paid for by the Lessee upon demand.
3. **Term and Option to Renew.** Subject to Subsection 3.1, the term of this Lease shall begin on the 1st day of November, 06 and shall continue for five (5) years from that date. Subject to Lessor's agreement, Lessee may extend this Lease, should it not be in default, for a maximum of two additional five (5) year periods by giving the Lessor written notice ninety (90) days prior to the date of commencement of the extension periods. Lessor reserves the right not

to renew the Lease, or to require new terms and conditions in the Lease, including but not limited to rental increases.

- 3.1 **Cancellation.** Lessor reserves the right to terminate this Lease at any time without cause or reason by giving Lessee notice to vacate the Premises. Upon notice, Lessee must surrender the Premises within 30 days. Lessee agrees to hold Lessor harmless and free from all liability or damages arising from early termination of this Lease.

4. **Rent.** Lessee shall pay the following to Lessor as rental for the Premises during the lease term.

- 4.1 **Minimum Rental.** The minimum annual rent shall be Six Thousand Five Hundred Dollars (\$6,500.00) payable in two (2) semi-annual installments in advance and without abatement, deduction or offset commencing on NOVEMBER 1, 2006 and continuing thereafter during the term of the lease.
- 4.2 **Rental Rate Adjustment.** The minimum annual rent shall be increased by seven percent (7%) each year of the term of the lease. When the rental term is for a part of a month, the rent shall be prorated. Rental shall be paid to Lessor at the City of Flagstaff, Finance Department, 211 West Aspen, Flagstaff, Arizona, 86001 or at such other place as Lessor may hereafter designate by notice to Lessee.
- 4.3 **Reporting:** Lessee shall be required to submit a detailed semi-annual report to the Lessor. The report shall, at a minimum, show the dates, activities, and attendance with regard to all operations conducted at the Premises. This report shall be submitted to the Lessor by the fifteenth day of the month following each semi-annual installment.
- 4.4 **Late Payments:** All amounts not paid by the Lessee when due shall be subject to a penalty charge of ten percent (10%) of the amount due, plus interest at the rate of one percent (per month or fraction of a month from the time due until paid. If the rental amount due is delinquent past the 16th of the month, then the Lessor will be entitled to a liquidated damage fee (not a penalty) per month of ten (10) percent of the amount due. Lessee agrees to pay Lessor any cost incurred by Lessor affecting the collection of such past due rent or other sum.

5. **Compliance with Laws.** Lessee shall, at Lessee's expense, comply with all applicable federal, state and municipal laws, rules, ordinances, regulations and orders with respect to the condition, use or occupancy of the Premises. Lessee shall not use the Premises in any manner that will tend to create waste or cause a nuisance or which disturbs other occupants of adjacent Premises.

6. **Acceptance of Premises.** Lessee agrees to accept the Premises in their condition existing upon the commencement of the lease term. Thereafter, Lessor shall not be obligated to make any repairs or to maintain the building or improvements on the Premises. Lessor shall not

be held responsible in any way for damage that may be caused to Lessee's property on the Premises by reason of fire, theft, vandalism, wind, flood, rain, earthquake, or any other cause, it being the responsibility of Lessee to provide its own protection against such loss.

7. **Utilities.** Lessee shall be responsible for electric service, natural gas, water, sewer, refuse charges, cable television, telephone and any other utilities or services supplied to the Premises not listed as Lessor's obligation. Lessee shall not allow any lien against the Premises for non-payment or neglect in the use of utilities.

8. **Repairs, Maintenance and Alterations.** During the term of this Lease, Lessee, at its cost and expense, shall keep and maintain the exterior and the interior of the Premises, the building and improvements thereon, in good order, condition and repair, and in compliance with all laws, ordinances, rules, regulations or orders of any governmental authority. Lessee waives all rights to make repairs at the expense of Lessor. Lessee shall have no right at any time to make alterations and improvements to the Premises without first obtaining the prior written consent of the Lessor. In the event Lessor consents, all such alterations shall be at the sole cost and expense of Lessee. Furthermore, all approved alterations shall be constructed in a good and workmanlike manner and shall be in compliance with all applicable laws. Except as otherwise provided in Section 14, all alterations, additions to or improvements, including any wall-to-wall carpeting, shall immediately become the property of the Lessor, shall remain upon and be surrendered with the Premises as a part thereof, or at the option of the Lessor, be removed by and at the expense of the Lessee at the end of the lease term. Lessee shall pay when due all proper charges for labor and materials used by or furnished to the Lessee in connection with the alteration, improvement or repair of the Premises. Lessee shall indemnify and hold harmless the Lessor and keep the Premises free from any mechanic's or other lien of any kind created by or due to Lessee's act or omission and as a condition to consenting to alterations, Lessor may require a bond to secure payment of any such alterations.

8.1 Any damage caused or permitted by Lessee, or by Lessee's employees, agents, or invitees, to the Premises or the building of which the Premises are a part shall be repaired by Lessee or, at Lessor's election, Lessor may repair such damage at the expense of Lessee and Lessee shall reimburse Lessor for such expense upon Lessor's demand, including glass, windows and doors.

8.2 Lessor will maintain the landscaping at the Premises.

9. **Taxes and Assessments.** Lessor shall pay promptly before delinquency, all real estate property taxes and assessments against the Premises. Lessee shall pay, before delinquent, all personal property taxes, rental taxes, duties and other impositions of any kind, imposed or assessed upon the Premises, or any personal property thereon, during the term of this Lease.

10. **Parking.** The parking area located on the Premises shall be used only for the benefit of customers and employees of Lessee. Lessee shall comply with any rules and regulations adopted by Lessor with respect to the parking area, including, without limitation, restrictions upon employee parking. Lessor shall not have any liability, nor shall the Lessee be entitled to compensation or a reduction of rent for any such modifications. Except as otherwise provided,

Lessor reserves the right to have exclusive use of the complete parking areas from 6:00 A.M. until 5:00 P.M., Monday through Friday. Lessor reserves three (3) parking spaces for the exclusive use of Lessee during these hours. It shall be the responsibility of Lessee to sign and enforce parking rights for the three (3) dedicated spaces reserved for the Lessee.

11. **Quiet and Peaceful Possession.** Except as provided in Subsection 3.1, upon paying the rentals in this Lease and upon performing all of the obligations to be performed by Lessee hereunder, Lessee shall and may peaceably and quietly, have hold and enjoy the Premises and the whole thereof, for the full term of this Lease.

12. **Insurance.**

12.1 During the term of this Lease, Lessor, at its sole cost and expense, shall keep the buildings and improvements now or hereafter erected upon the Property on which the Premises are located insured for replacement cost against such risks as are included in a "Special Form Perils" Property Insurance Policy. Lessee shall also be responsible to insure its own contents and business personal property including building betterments and improvements and any stored building materials. Lessee, at its sole cost and expense, shall procure and maintain the following liability insurance coverage during the term of the lease:

12.1.1 A commercial general liability insurance policy against claims for bodily injury including death or property damage, occurring in, on or about the premises, the elevators, the adjoining sidewalks and passageways, or resulting from the Lessee's use, occupancy or maintenance thereof. This policy shall name Lessor, the City of Flagstaff and any other entities designated by Lessor as additional insureds. Such insurance shall be primary with respect to Lessor and shall be in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence combined single limit (or in such higher amounts as Lessor may designate from time to time). Any commercial general liability insurance carried by Lessor shall apply in excess of the primary coverage required herein to be carried by Lessee. The commercial general liability insurance policy maintained by Lessee shall be endorsed to indicate that such policy +Nil' cover Lessee's obligations under Section 15 to the coverage limit of such policy (but the same shall not be construed to limit the liability of Lessee under Section 15) and shall provide that the insurance carrier shall have the duty to defend and/or settle any legal proceeding filed against Lessor seeking damages on account of bodily injury or property damage liability even if any of the allegations of such legal proceedings are groundless, false or fraudulent.

12.1.2 Such other insurance and in such amounts as may from time to time be reasonably required by Lessor against other insurable hazards which at the time are customarily insured against in the case of Premises similarly situated in Coconino County, Arizona, with due consideration for the height and type of the building, its construction, use and occupancy.

12.1.3 Lessee shall provide liquor liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence if the Lessee at any time during the duration of the lease serves or sells alcoholic beverages. This insurance coverage shall also name the Lessor, City of Flagstaff as an additional insured and shall be primary coverage regardless of any other collectable insurance.

12.2 Notice of Insurance. All insurance provided for in this Section 13 shall be placed under valid and enforceable policies issued by insurance companies qualified and licensed to do business in the State of Arizona and approved by Lessor. The policies of insurance shall be endorsed to and approved by Lessor. The policies of insurance shall be endorsed to indicate that Lessee's coverage shall not be invalid due to any act or omission on the part of Lessor. The insurance companies issuing such insurance shall agree to notify Lessor in writing of any cancellation, alteration or non-renewal of said insurance at least thirty (30) days, prior thereto. Lessee shall deliver to Lessor prior to Lessee's possession of the Premises, certificates evidencing the insurance coverage required herein and confirming that the premiums therefor have been paid in full. At any time during the lease, the Lessor may request copies of the above-required insurance policies and shall receive said copies within ten business days.

12.3 Waiver of Subrogation; Release. Notwithstanding any other provisions in this Lease, Lessee hereby waives any and all rights of recovery against the Lessor, its employees, Council, Mayor, Commissions, Boards, agents and representatives, for loss of, or damage to Lessee, its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Lessee shall, upon obtaining the insurance policies required hereunder, give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Lease and shall obtain, at Lessee's expense, an appropriate waiver of subrogation endorsement from the insurer and deliver said waiver to Lessor. If the Premises, or Lessee's personal property are damaged or destroyed by fire or any other cause against which Lessee is required to maintain insurance pursuant to this Lease, Lessor shall not be liable to Lessee for any such damage or destruction.

13. **Removal of Trade Fixtures.** If Lessee makes alterations to the Premises, such alterations shall at the request of Lessor be removed by and at the expense of Lessee upon the termination or expiration of this Lease, and Lessee shall report and pay the cost of repairing and restoring any damage to the Premises caused by such removal. If Lessee is not then in default, it shall have the right at any time during this Lease or upon the expiration of the term hereof to remove any fixtures, personal property and equipment of Lessee from the Premises, whether or not such fixtures, personal property and equipment be attached to the Premises; provided, however, Lessee shall be liable to Lessor for any damage caused to the Premises by any such removal and shall pay for repairing and restoring the same to Lessor promptly upon demand.

14. **Indemnity.** Lessee shall indemnify, defend, protect and hold harmless Lessor for, from and against any and all claims, liabilities, obligations and causes of action arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or things

done, permitted or suffered by Lessee in or about the Premises or elsewhere and shall further indemnify, demand, protect and hold harmless Lessor from and against any and all claims, liabilities, obligations and causes of action arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any acts or omissions of Lessee, or any of Lessee's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor. Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents, or contractors whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the damage or injury results from conditions arising upon the Premises or upon other portions of the property of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee.

15. **Surrender of Premises.** Upon the expiration of the term of this Lease or its earlier termination, Lessee shall forthwith surrender and deliver the Premises in a clean condition and all improvements that are to remain thereon to Lessor in good condition and repair, ordinary wear and tear excepted.

16. **Waiver.** No waiver by Lessor of any provision of this Lease or of any default hereunder by Lessee shall be deemed a waiver of any other provision or default by Lessee of the same or any other provision and the acceptance of rent by Lessor shall not be a waiver of any default by Lessee, other than the failure to pay the particular rent accepted.

17. **Assigning and Subletting.** Lessee shall not assign or sublease the Premises or any interest therein without the prior written consent of Lessor. Any assignment or sublease shall not release Lessee of any liability hereunder, but Lessee shall be and shall continue to be liable to the end of the term of this Lease unless Lessor shall specifically consent to such a release in writing. In the event of any assignment or sublease, any assignee or sublessee shall assume and be bound by, and personally liable for all undischarged liabilities, obligations and promises of Lessee hereunder. Acceptance or taking possession of the Premises by any such assignee or sublessee shall be conclusive evidence of such assumption and liability, and such assignee or sublessee, if requested by Lessor, shall attorn to Lessor and evidence such attornment by appropriate written instrument delivered to Lessor.

18. **Damage or Destruction of Premises.** Should any improvements, appurtenances or buildings, whether now or hereafter situated on the Property on which the Premises are located

during the term of this Lease, be wholly or partially destroyed by fire or other casualty covered by the insurance carried pursuant to Section 13 hereof, Lessor shall, at its expense, repair, restore or reconstruct the improvements, appurtenances or buildings, using all diligence to do so within 180 days, unless prevented by forces beyond the control of the Lessor. Until the Premises are so restored, the monthly rent to be paid by Lessee shall be reduced in the proportion that the untenable part of the Premises bears to the whole of the Premises. All insurance proceeds shall be made available to Lessor for the repairs, restoration or reconstruction of the buildings on the Premises. In the event Lessor should fail to repair, restore, or reconstruct the building on the Premises within one hundred eighty days, subject to delays caused by forces beyond Lessor's control, Lessee shall have the right to terminate this Lease by delivering written notice of such termination to Lessor, and upon such termination, Lessee and Lessor shall be relieved of all further obligations and liabilities hereunder. Notwithstanding any provision hereof to the contrary, Lessor shall have no obligation to repair, restore or reconstruct the Premises and the rent to be paid by Lessee shall not be reduced if the damage or destruction is caused by any act or omission of Lessee, its employees, agents or customers, and this Lease shall continue in effect as though such damage or destruction had not occurred, except that Lessee shall be required to promptly restore and reconstruct in a manner satisfactory to Lessor. If the Premises or any portion thereof is damaged or destroyed by fire or other peril covered or required to be covered by the insurance which must be maintained pursuant to this Lease, then Lessee shall give prompt notice to insurer and to Lessor of any damage or destruction occurring on the Premises.

19. Eminent Domain. In the event all or any portion of the Premises shall be taken from Lessee under any eminent domain or similar proceedings including a sale under the threat of condemnation, this lease shall terminate as to the part so taken as of the date the condemning authority takes possession; and the entire award will belong solely to the Lessor, and Lessee will have no claim against the Lessor for the value of the unexpired term of this Lease, except Lessee will be entitled for that part of the award specifically allocated to the equipment, furniture and fixtures owned by the Lessee; provided, further, that no such claim shall diminish or otherwise adversely affect the Lessor's award. This Lease, unless more than 10 percent of the floor area of the Premises is taken, or more than 25 percent of the land area not occupied by a building is taken, shall remain in effect as to the remaining portion of the Premises, and the rental shall be reduced in the same proportion that the part of the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises at the execution of this Lease. No reduction of rent shall occur if the only part of the Premises taken is land on which there is no building.

20. Termination of Legal Proceedings. If Lessee shall at any time during the term of this Lease be or become insolvent, or if a petition in bankruptcy shall be filed by or against Lessee, or if Lessee shall compound the Lessee's debts or sign over the Lessee's estate or effects for payment thereof, or if any sheriff, marshal, constable or other officer takes possession thereof by virtue of any execution or attachment, or if a receiver or trustee shall be appointed of the Lessee's property, or if this Lease, by operation of law, shall devolve upon or pass to any person or persons other than Lessee and in the event any of the happenings herein set forth occur and shall not be released, stayed, bonded, insured, satisfied or vacated within forty-five days after the occurrence of any of the events herein set forth, then and in each of said cases it shall and may be lawful for the Lessor at its election, to enter into and upon Premises or any part thereof, and to have, hold, possess and enjoy the same as of the Lessor's former estate, discharged from this

Lease, and this Lease shall there upon be terminated, anything herein contained to the contrary notwithstanding.

21. Attorneys' Fees. If Lessor shall commence any legal proceedings against Lessee for the recovery of rent or to recover possession or for relief because of any default by Lessee and shall prevail therein, Lessee shall in each and every such instance pay to Lessor all expenses thereof, including reasonable attorney's fees. If Lessee shall commence any legal proceedings against Lessor for relief because of any default by Lessor and shall prevail therein, Lessor shall in each and every instance; pay to Lessee all expenses thereof, including reasonable attorney's fees.

22. Default of Lessee. If at any time the rental or any money payments hereunder, or any part thereof, shall remain unpaid for a period of ten days after the same becomes due; or if the Lessee shall fail to fulfill, or perform any of the other agreements and provisions hereof obligatory upon Lessee and if said nonfulfillment or nonperformance shall continue for a period of thirty days after written notice from Lessor, Lessee shall be in default thereunder, and Lessor may at any time thereafter, without limiting Lessor in the exercise of any other legal right or remedy which Lessor may have by reason of such default or breach exercise the following remedies;

22.1 Lessor shall have the immediate right to terminate this Lease and re-enter the Premises and remove all persons and property from the Premises, without liability to any person or entity for damages sustained by reason of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. If Lessor elects to re-enter as herein provided, or take possession pursuant to legal proceedings or pursuant to any notice provided by law, Lessor may terminate this Lease, or it may from time to time, without termination of this Lease, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises; provided, however, that Lessor may lease other space in the Property prior to reletting or attempting to relet the Premises. If Lessor elects to terminate this Lease, Lessor shall immediately be entitled to recover from Lessee as damages the amount, if any, by which the aggregate of rental and other amount payable by Lessee for the balance of the term of this Lease, if it were not terminated shall exceed the then reasonable rental value of the Premises for such period, in addition to recovering all rental due but unpaid, if any. If Lessor elects to relet the Premises, upon such reletting, the rents received by Lessor shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied to payment of future rent as the same may become due and payable hereunder. If the rents received from such reletting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall immediately pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Lessee

or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter, elect to terminate this Lease for such previous breach.

22.2 Lessor shall have the right, but not the obligation, to render the performance required to cure such default or breach and to charge to Lessee all costs and expenses incurred in connection therewith, together with interest thereon from the date incurred at the rate provided below, and Lessee shall immediately pay the same upon presentment of a statement to Lessee indicating the amount thereof.

22.3 Lessor shall have the right to obtain the appointment of a receiver in any court of competent jurisdiction, and the receiver may take possession of any personal property belonging to Lessee and used in the conduct of the business of Lessee being carried on in the Premises. Lessee agrees that the entry or possession by said receiver of the Premises and said personal property shall not constitute an eviction of Lessee from the Premises or any portion thereof, and Lessee hereby agrees to hold Lessor safe and harmless from any claim by any person arising out of or in any way connected with the entry by said receiver in taking possession of the Premises and/or said personal property. Neither the application for the appointment of such receiver, nor the appointment of such receiver, shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee.

22.4 No remedy herein conferred upon Lessor shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, including, but not limited to, the right to maintain an action to recover all amounts due hereunder. Lessor may exercise its rights and remedies at any time, in any order, to any extent, and as often as Lessor deems advisable.

22.5 In addition to other legal rights and remedies available to Lessor if Lessee should default in the performance of any provision hereof, Lessor, at its option, may make any payment or perform any provision for Lessee, and all costs and expenses so incurred by Lessor including without limitation, attorney's fees, together with interest at ten percent per annum, shall be payable by Lessee to Lessor upon demand.

23. Estoppel Certificate. Upon receipt of a written request therefor from Lessor, Lessee shall, from time to time, and within ten (10) days after receipt of such request, execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any, (ii) acknowledging that there are no uncured defaults on the part of Lessor, or specifying such defaults if any are claimed, and (iii) certifying or acknowledging any other matters that Lessor may reasonably request for certification or acknowledgement. Any such statements may be relied upon by Lessor and/or any prospective purchaser or encumbrancer of all or any portion of the Premises. Lessee's failure to deliver such statement within such time shall be conclusive against Lessee that (i) this Lease is in full force

and effect, without modification except as may be represented by Lessor, (ii) there are no uncured defaults in Lessor's performance, and (iii) not more than one month's rent has been paid in advance.

24. Subordination. This Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust and any other encumbrances consented to by Lessor and also to any modifications or extensions thereof. Lessee agrees to execute any subordination agreements presented by Lessor upon presentation.

25. Entry of Premises of Lessor. Lessor and its agents at any and all reasonable times shall have the right to go upon the Premises for the purpose of ascertaining whether Lessee is complying with the terms of this Lease, or for any other necessary and proper purpose, including but not limited to showing the property to prospective buyers or Lessees.

26. Headings. The captions used as heading for the various paragraphs are for convenience only, and are not to be considered as a part of this Lease, or used in determining the intent or context thereof. The invalidity of any provision hereof shall not affect the validity of any other provision hereof.

27. Notices and Demands. Any notices or demands which shall be required or permitted by law or any of the provisions of this Lease shall be in writing, and if the same is to be served upon Lessor, may be personally delivered to Lessor, or may be deposited in the United States mail, registered or certified, postage prepaid, addressed to Lessor at the place where the last installment of rental was payable, or at such other address as Lessor may designate in writing. If such notices or demands are to be served upon Lessee, such notices or demands may be personally delivered to the Lessee or may be deposited in the United States mail, registered or certified, postage prepaid, addressed to Lessee at the Premises, or at such other address as the Lessee may designate in writing. If, at any time or from time to time, there shall be more than one Lessor, or more than one Lessee, service upon any one of them shall constitute service and shall be binding upon all of them.

28. Time of Essence. Time is of the essence of this agreement.

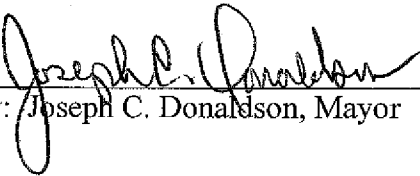
29. Binding upon Successors. The covenants and agreements of this Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties subject, however, to the provisions of the Agreement with respect to assignment and subleasing by Lessee.

30. Environmental Matters. The Environmental Provisions set forth in Addendum "A" are incorporated by reference into this Agreement.

31. Signs. Signs needed with respect to Lessee's business on the Premises may be permitted by Lessor upon the reasonable demonstration of need by Lessee. All signs installed by Lessee shall conform to the requirements of the City of Flagstaff Sign Code.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the day and year first above written.

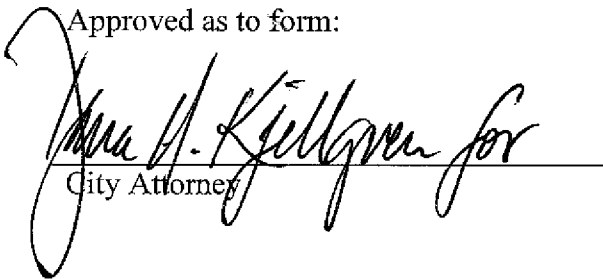
Lessor
City of Flagstaff


By: Joseph C. Donaldson, Mayor

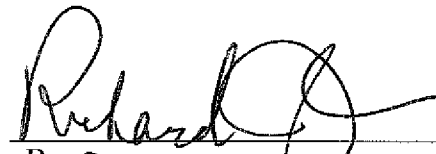
Attest:


City Clerk

Approved as to form:


City Attorney

Lessee


By: Richard Jesswein, President
Theatrikos INC.

Attest:


Secretary of the Corporation

EXHIBIT A
COMPLIANCE WITH ENVIRONMENTAL LAWS

31.1 Compliance with Environmental Laws. Lessee shall, at Lessee's own expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's operation on the Property.

31.1.1 Indemnification. Lessee shall not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Property, or transported to and from the Property, by Lessee, its agents, employees, contractors, invitees, or a third party that enters the Premises through Lessee's controlled access point(s) in violation of any Environmental Law. Lessee shall indemnify, defend and hold harmless the Lessor, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any. Environmental Law or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Property during the term of this Agreement by Lessee or its owners or related entities. This obligation includes but is not limited to all costs and expenses related to cleaning up the Property, land, soil, underground or surface water as required under the law. Lessee's obligations and liabilities under this paragraph shall continue so long as the Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Property during the term of this Agreement. This indemnification of the Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material located on the Property or present in the soil or ground water on, under or about the Property. The parties agree that the Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section; the Lessor shall also have the rights set forth in the following paragraph of this Section in addition to all other rights and remedies provided by law or otherwise provided in this Agreement.

31.1.2 Removal of Contamination. Without limiting the foregoing, if the presence of any hazardous material on, under or about the Property caused or permitted by Lessee subsequent to the date of this Agreement results in any contamination of the Property, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Property to the condition existing prior to the introduction of any such hazardous material to the Property; provided that the Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Property.

31.1.3 Informational Submittals. Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that a site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken because any spills or discharges of hazardous materials at the Property which occur during the term of this Agreement, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to the Lessor, Lessee shall promptly provide all information requested by the Lessor to determine the applicability of the Environmental Laws to the Premises, or to respond to any governmental investigation or to respond to any claim of liability by third parties, which is related to environmental contamination.

31.1.4 Notification. Lessee shall immediately notify the Lessor of any of the following:

- a) Lessee's receipt of any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Property or Lessee's operation on the Property.
- b) Any change in Lessee's operation on the Property that will change or has the potential to change Lessee's or the Lessor's obligations or liabilities under the Environmental Laws.

31.1.5 Provisions Applicable to Sublease Tenants. Lessee shall insert the provisions of this Section in any lease agreement or contract by which it grants a right or privilege to any person, firm, corporation or entity under this Agreement.

31.1.6 Termination of Lease. Lessee's failure or the failure of its agents, employees, contractors, invitees or the failure of a third party that enters the Premises through Lessee's controlled access point(s) to comply with any of the requirements and obligations of this Article or applicable Environmental Law shall constitute a material default of this Agreement and shall permit the Lessor to pursue the remedies provided in Section 23 of this Lease.

Amendment One
Lease Agreement
between
City of Flagstaff and Theatrikos, Inc.

This Lease Amendment ("Amendment") is made this 22nd day of June, 2011 and is incorporated into and made a part of the Lease Agreement between the City of Flagstaff ("Lessor") and Theatrikos, Inc. ("Lessee"), dated October 17, 2006 (the "Lease"), by mutual agreement of the Parties as set forth below. The purpose of this Amendment is to extend the term of the Lease and to permit Lessee to spread the cost of repaying the City for certain repairs to the Premises for which Lessee is responsible over several years. New text is underlined and deleted text is stricken through.

3. **Term and Option to Renew.** Subject to Subsection 3.1, the term of this Lease shall begin on the first day of November, 2006, and shall continue until October 30, 2021. Subject to Lessor's agreement, Lessee may extend this Lease, should it not be in default, for a maximum of one (1) additional ten (10) year period by giving the Lessor written notice ninety (90) days prior to the date of commencement of the extension periods. Lessor reserves the right not to renew the Lease, or to require new terms and conditions in the Lease, including but not limited to rental increases.

3.1 **Cancellation.** Lessor reserves the right to terminate this Lease at any time without cause or reason by giving Lessee notice to vacate the Premises. Upon notice, Lessee must surrender the Premises within 30 days. Lessee agrees to hold Lessor harmless and free from all liability or damages arising from early termination of this Lease.

4. **Rent.** Lessee shall pay the following to Lessor as rental for the Premises during the lease term.

4.1 **Minimum Rental.** The minimum annual rent shall be Six Thousand Five Hundred Dollars (\$6,500.00) payable in two (2) semi-annual installments in advance and without abatement, deduction or offset commencing on November 1, 2006 and continuing thereafter during the term of the lease.

4.2 **Rental Rate Adjustment.** The minimum annual rent shall be increased by seven percent (7%) each year of the term of the lease. When the rental term is for a part of a month, the rent shall be prorated. Rental shall be paid to Lessor at the City of Flagstaff, Finance Department, 211 West Aspen, Flagstaff, Arizona, 86001 or at such other place as Lessor may hereafter designate by notice to Lessee.

4.2.1 An additional adjustment shall apply to the adjusted rent, beginning December 1, 2010, for the cost of repairs which are Lessee's responsibility

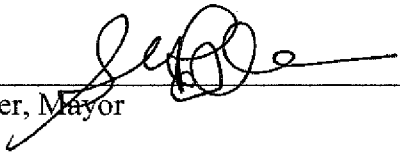
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in the amount of Twenty-Eight Thousand Four Hundred Ninety One Dollars (\$28,491). The additional rental rate adjustment shall be in the amount of Two Hundred Seventeen Dollars and Forty-Nine cents (\$217.49) each month for the balance of the Lease term, which ends October 30, 2021.


- 4.3 Reporting. Lessee shall be required to submit a detailed semi-annual report to the Lessor. The report shall, at a minimum, show the dates, activities, and attendance with regard to all operations conducted at the Premises. This report shall be submitted to the Lessor by the fifteenth day of the month following each semi-annual installment.
- 4.4 Late Payments All amounts not paid by the Lessee when due shall be subject to a penalty charge of ten percent (10%) of the amount due, plus interest at the rate of one percent (per month or fraction of a month from the time due until paid. If the rental amount due is delinquent past the 16th of the month, then the Lessor will be entitled to a liquidated damage fee (not a penalty) per month of ten (10) percent of the amount due. Lessee agrees to pay Lessor any cost incurred by Lessor affecting the collection of such past due rent or other sum.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the 22nd day of June, 2011.

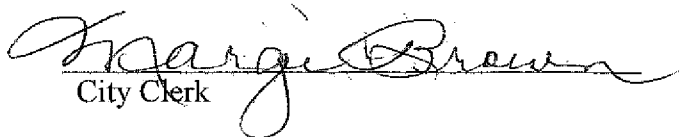
City of Flagstaff


Sara Presler, Mayor

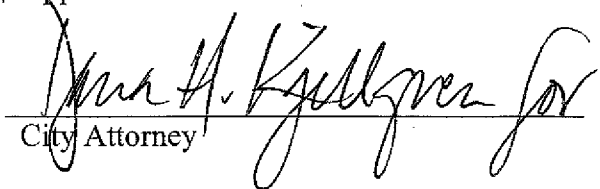
Theatrikos, Inc.


Rebecca Daggett, President

Attest:


City Clerk

Approved as to form:


City Attorney

Amendment Two
Lease Agreement
between
City of Flagstaff and Theatrikos, Inc.

This Amendment Two ("Amendment ") is made this ____ day of _____ 2018 and is incorporated into and made a part of the Lease Agreement between the City of Flagstaff ("Lessor") and Theatrikos, Inc. ("Lessee"), dated October 17, 2006, as amended by Amendment One dated June 22, 2011 ("the Lease").

In consideration for mutual promises contained herein, the Parties hereby agree as follows:

Amendment One is hereby replaced and is no longer in effect.

Section 3 of the Lease is hereby amended to read as follows:

3. **Term and Option to Renew.** Subject to 3.1, the term of this Lease shall begin on the first day of November, 2006, and shall continue until October 30, 2026. Subject to Lessor's agreement, Lessee may extend this Lease, should it not be in default, for a maximum of one (1) additional five (5) year period by giving the Lessor written notice ninety (90) days prior to the date of commencement of the extension periods. Lessor reserves the right not to renew the Lease, or to require new terms and conditions in the Lease, including but not limited to rent increases.

3.1 Cancellation for Convenience. Each party reserves the right to terminate this Lease upon at least 18 months' written notice (preferably in October) to the other party for convenience. Upon notice, Lessee must surrender the Premises within 18 months, and Lessee agrees to hold Lessor harmless and free from all liability or damages arising from early termination of this Lease.

3.2 Termination due to Repair Costs. Early termination may be made pursuant to Section 8.4, and each party agrees to hold the other party harmless and free from all liability or damages arising from early termination of this Lease.

Section 4 of the Lease is hereby amended to read as follows:

4. **Rent.** Lessee shall pay the following to Lessor during the Lease term.

4.1 Rent. Rent obligations from November 1, 2006 through July 1, 2017 were completed. Lessor shall pay monthly rent of \$1,065.54 commencing July 1, 2017 and continuing through October 2017, and such payments are completed. Lessor shall pay monthly rent of \$1,140.11 commencing November 1, 2017 and continuing through the remainder of the Lease term, along with adjustments as provided for herein. Payments shall be payable to the City of Flagstaff, and delivered to the attention of Finance Department, 211 W. Aspen Avenue, Flagstaff, Arizona 86001 and is due in advance on or before the first of the month. Rent is not subject to abatement, deduction or offset.

4.2 Annual Adjustment. The monthly rent shall be increased by two percent (2%) on November 1 of each year. City waives any rights to prior rent adjustments not invoiced and paid through July 1, 2017.

4.3 Repair Adjustments. In consideration for past roof repairs paid by Lessor totaling \$28,491.00, Lessee shall pay an additional \$217.49 per month to Lessor commencing December 1, 2010 through October 30, 2021. In the event Lessee terminates this Lease for convenience prior to October 30, 2021, Lessee shall pay the balance still owing to Lessor within 30 days from the termination date.

4.4 Reporting. Lessee shall submit a detailed annual report and profit and loss statement to the Lessor. The report shall, at a minimum, show the dates, activities, and attendance with regard to all operations conducted at the Premises, along with a summary of profit and loss for the year. This report shall be submitted to the Lessor by April 15 annually.

4.5 Late Payments. All amounts not paid by the Lessee when due shall be subject to a penalty charge of ten percent (10%) of the amount due, plus interest at the rate of one percent (per month or fraction of a month from the time due until paid. Lessee shall pay Lessor any cost incurred by Lessor affecting the collection of such past due rent or other sum.

Section 6 of the Lease is hereby amended to read as follows:

6. **Acceptance of Premises.** Lessee agrees to accept the Premises in their condition existing upon the commencement of the lease term. Thereafter, Lessor shall not be obligated to, but may make any repairs or to maintain the building or improvements on the Premises. Lessor shall not be held responsible in any way for damage that may be caused to Lessee's property on the Premises by reason of fire, theft, vandalism, wind, flood, rain, earthquake, or any other cause, it being the responsibility of Lessee to provide its own protection against such loss.

Section 8 of the Lease is hereby amended to read as follows:

8. **Repairs, Maintenance and Alterations.** During the term of this Lease, Lessee, at its cost and expense, shall keep and maintain the exterior and interior of the Premises, the building and improvements thereon, in good order, condition and repair, and in compliance with all laws, ordinances, rules, regulations or orders of any governmental authority. Lessee waives all rights to make repairs at the expense of Lessor. Lessee shall have no right at any time to make alterations and improvements to the Premises without first obtaining the prior written consent of the Lessor. In the event Lessor consents, all such alterations shall be at the sole cost and expense of Lessee. Lessee shall obtain all necessary permits and retain licensed contractors to perform the work. Furthermore, all approved alterations shall be constructed in a good and workmanlike manner and shall be in compliance with all applicable laws. Except as otherwise provided in Section 14, all alterations, additions to or improvements, including any wall-to-wall carpeting, shall immediately become the property of Lessor, shall remain upon and be surrendered with the Premises as a part thereof, or at the option of the Lessor, be removed by and at the expense of the Lessee at the end of the lease term. Lessee shall pay when due all proper charges for labor and materials used by or furnished to the Lessee in connection with the alteration, improvement or repair of the Premises. Lessee shall indemnify and hold harmless the Lessor and keep the Premises free from any mechanic's or other lien of any kind created by or due to Lessee's act or omission and as a condition to consenting to alterations, Lessor may require a bond to secure payment of any such alterations.

8.1 Lessor will not make a repair that is covered by Lessee's insurance.

8.2 Any damage caused or permitted by Lessee, or by Lessee's employees, agents, or invitees, to the Premises or the building of which the Premises are a part shall be repaired by Lessee or, at Lessor's election, Lessor may repair such damage at the expense of Lessee and Lessee shall reimburse Lessor for such expense upon Lessor's demand, including glass, windows and doors. In the event Lessor elects to make repairs, Lessor's repairs shall not be construed to create an obligation to continue to make repairs.

8.3 Lessee shall promptly notify Lessor of any building safety concerns, and take any precautions appropriate under the circumstances including but not limited to, making immediate repairs. If the repair cost for a building safety issue exceeds \$5,000, Lessor may pay for all or a portion of the repair costs, or may elect to terminate this Agreement if the facility is deemed unsafe for habitation and repair costs are deemed by a party to be cost prohibitive; in this event either party may elect to terminate the Lease and Lessee shall have 30 days to vacate the Premises.

8.4 Lessor at its expense will maintain the landscaping. Lessor at its expense will provide snow removal of the parking lots at the Premises, but is unable to guarantee that snow removal of the parking lots will occur at specific times. Lessee is responsible for snow removal from all sidewalks.

Section 10 of the Lease is hereby amended to read as follows:

10. **Parking.** Lessor reserves the right to exclusive use and management of the parking areas on the Premises, and Lessee is not entitled to any reduction in rent or compensation in the event Lessor modifies parking arrangements. The parking areas include an upper parking lot and lower parking lot, as shown in Exhibit P attached hereto and incorporated by reference. Lessor may designate ParkFlag or other entity to manage the parking areas ("Designee"). Lessee shall comply with any rules and regulations adopted by Lessor or its Designee with respect to the parking areas. ParkFlag is installing parking meters on some parking spaces, and posting Facility Permit ("F" permit) signs on other parking spaces. An F permit is a facility specific parking permit that enables the permit holder to park in "Parking Permit Required-F Permit" parking lot spaces of a specific facility. See Exhibit P.

10.1 The metered parking spaces will be available for public parking on a pay-to-park basis during the hours posted. Lessee may use the metered parking spaces in the same manner as any member of the public.

10.2 The F parking spaces will be available for use only by those who hold an F permit during working hours as posted. The F parking spaces will be available to the public on a first come first serve basis after working hours. Lessee will receive ten (10) F permits at no cost to Lessee. The F parking spaces are not metered. The F parking spaces are not exclusive for use of Lessee. City employees also hold F permits.


All other terms of the Lease remain intact.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed.

City of Flagstaff

Theatrikos, Inc.

Mayor Coral Evans



Title: 1-16-18

Attest:

City Clerk

City Attorney

Exhibit P

Upper Parking Lot



Lower Parking Lot



8. C.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Gary Miller, Development Engineer
Co-Submitter: Rick Barrett
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Consideration and Adoption of Ordinance No. 2018-07: An ordinance of the City Council of the City of Flagstaff, amending Title 8 of the Flagstaff City Code, *Public Ways and Property*, Chapter 8-09, *Utility Poles and Wires*, relating to wireless facilities in the right-of-way; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date; and

Consideration and Adoption of Resolution No. 2018-01: A resolution of the City Council of the City of Flagstaff, Arizona, approving licensing, standard terms, and standard design requirements all relating to wireless facilities and poles in the right-of-way; and establishing an effective date.

(*CHANGED FROM ITEM 8-A TO 8-C)

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2018-07 by title only for the final time
- 2) City Clerk reads Ordinance No. 2018-07 by title only (if approved above)
- 3) Adopt Ordinance No. 2018-07
- 4) Read Resolution No. 2018-01 by title only
- 5) City Clerk reads Resolution No. 2018-01 by title only (if approved above)
- 6) Adopt Resolution No. 2018-01

Executive Summary:

In 2017 the State Legislature adopted a new law, A.R.S. Section 9-591 et seq. which is effective February 9, 2018. The law allows wireless communication providers to collocate "small wireless facilities" on utility poles in local public rights-of-way without zoning review, so long as the facilities do not exceed 40 feet in height (or 50 feet if there is a nearby pole of this height). The facilities may be collocated on street light poles, traffic signal poles, or other utility poles. The law also provides that monopoles may be located in the right-of-way, subject to zoning review and approval. The proposed ordinance and resolution will establish a licensing process for facilities in the right-of-way, along with standard terms and conditions, design standards.

Financial Impact:

The City will incur indirect administrative costs related to allowing collocated wireless facilities in the right-of-way. The new law allows the City to charge nominal application and use fees. The proposed fees have been advertised on the City website pursuant to A.R.S. Section 9-499.15. The proposed fees and data to support the fees are attached. The City originally posted a notice on December 1, 2017; however, due to a posting glitch the notice was reposted on January 4, 2018. Therefore, the earliest the fees may be adopted is at the March 6, 2018 Council meeting and a resolution to adopt the fees will be brought forward at that time.

Policy Impact:

The City policy of requiring undergrounding of utility facilities will be changed to the extent necessary to comply with law.

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

Improving cell phone/internet networks in the City, and adopting standards for locating wireless facilities in the right-of-way may further the following:

Council Goals: ECONOMIC DEVELOPMENT: Strengthen and grow a more resilient economy.

Regional Plan 2030:

Economic Development - Policy ED.2.4., 3.9, 7.5

Has There Been Previous Council Decision on This:

On January 16, 2018 City Council had a first reading of Ordinance No. 2018-07, with the motion to include option 1 (full zoning review of monopoles and other telecommunications facilities not exempted by law).

Options and Alternatives:

1. Approve documents as presented, and select one of the following options:
Ordinance option 1: Monopoles subject to full zoning review. (Pro: Allowed by law.)
Ordinance option 2: Monopoles subject to zoning review, but not a conditional use permit.
(Pro: streamlined process.)
2. Direct staff to modify the documents presented.
3. Postpone approval to gather more information or public comment. (Con: City risks noncompliance with the new law.)

Background/History:

The new law provides that:

- "Small wireless facilities" may be located in the right-of-way without zoning review, so long as the facilities are collocated on a utility pole and the facilities do not exceed 40 feet in height, or up to 50 feet in height if there are taller poles within 500 feet.
- Monopoles may be located in the right-of-way subject to zoning review, i.e. existing zoning and design standards.

The City may require the facilities to comply with applicable codes (such as building codes); regulations to protect public safety (including compliance with federal radio frequency emissions standards); objective design standards; reasonable stealth and concealment requirements; and reasonable spacing requirements (such as utility clearances).

If a wireless provider seeks to collocate on a City streetlight or traffic signal pole, the provider will need to pay for and erect a replacement pole, certified by a third party engineer for structural integrity.

The proposed Ordinance No. 2018-07:

Amends City Code Chapter 8-09, *Utility Poles and Wires*, to require licensing for wireless facilities in the right-of-way.

The proposed Resolution No. 2018-01:

Approves a form of master license (Exhibit A);
Adopts standard terms and conditions (Exhibit B);
Adopts design standards for small wireless facilities (Exhibit C).

City staff is not planning to amend the Zoning Code. Right-of-way is not considered to be zoned. By virtue of the new law the City will extend its zoning requirements to any application for a monopole in the right-of-way. There are extensive zoning requirements for monopoles in the existing zoning code. See attached zoning requirements.

Community Benefits and Considerations:

As additional wireless facilities are constructed, there will be increased technical capacity to provide wireless internet and cell phone services at the level sought by the community.

Community Involvement:

The City's proposed licensing process, standard terms, design standards, and fees for the wireless facilities are similar to what other cities in the Phoenix metropolitan area are adopting. The cities have been working together to implement the law and have received comments from wireless industry representatives such as Verizon and Mobilitie.

City staff has met with a citizen who is concerned about radio frequency (RF) emissions from wireless facilities. The City will require compliance with federal RF emission standards, but may not impose more restrictive standards.

On Friday, January 19, 2018 the City received an email from Verizon's legal counsel with comments on the proposed ordinance, license, standard terms and conditions, and design standards. City staff has reviewed those comments and responded to Verizon. Updated documents are included in this packet for the February 6 meeting.

Attachments: [Res. 2018-01](#)
 [Res Exhibit A Master License](#)
 [Res Exhibit B Standard Terms](#)
 [Res Exhibit C Standards](#)
 [Ord. 2018-07](#)
 [Res Exhibit D Fee schedule](#)
 [Data to support fee](#)
 [Zoning for wireless facilities](#)

RESOLUTION NO. 2018-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, APROVING LICENSING, STANDARD TERMS, STANDARD DESIGN REQUIREMENTS, ALL RELATING TO WIRELESS FACILITIES AND POLES IN THE RIGHT OF WAY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-592(E) the City of Flagstaff is required to establish and make available rates, fees and terms for the construction, installation, mounting, maintenance, modification, operation or replacement of a utility pole or monopole by a wireless provider in a right-of-way by February 9, 2018 or within three (3) months of receiving the first request by a wireless provider, whichever is later; and

WHEREAS, the City is separately updating Chapter 8-09, *Utility Poles and Wires*, to provide for licensing in accordance with law; and

ENACTMENTS:

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

SECTION 1. Approval of License Form and Terms; Delegation of Authority

The City Council hereby approves the following documents:

Exhibit A Form of Master License

Exhibit B Standard Terms for Wireless Facilities in the Right-of-Way

The City Engineer or his or her designee is authorized to execute licenses for use of the right-of-way for wireless facilities and to issue small wireless facilities site permits on behalf of the City in substantially the same form as approved herein. If a wireless provider requests different terms than those approved herein, the City Engineer in consultation with the City Attorney or his or her designee may authorize minor deviations upon a showing of good cause, or may refer the request to Council for consideration.

SECTION 2. Adoption of Standard Design Requirements for Small Wireless Facilities in the Right-of-Way

The City Council hereby adopts the following:

Exhibit C Standard Design Requirements for Small Wireless Facilities in the Right-of-Way

Any permit issued for wireless facilities or poles in the right-of-way will be subject to all applicable federal, state and local regulations and codes as well as the Standard Design Requirements for Small Wireless Facilities.

SECTION 3. Effective Date.

This resolution shall be effective thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of February, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachments:
Exhibits A, B, C

**EXHIBIT A
FORM OF MASTER LICENSE**

EXHIBIT B
STANDARD TERMS FOR WIRELESS FACILITIES IN THE RIGHT-OF-WAY

**EXHIBIT C
STANDARD DESIGN REQUIREMENTS FOR
SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY**

**Master License Agreement
For Installation of Wireless Facilities in City Right-of-Way**

This Master License Agreement ("Master License") is entered into this ____ day of _____, 20____ by and between the City of Flagstaff, an Arizona Municipal Corporation ("City") and _____, a _____ with an address at _____ ("Wireless Provider") .

RECITALS

- A. The City in its governmental capacity owns or holds a legal interest in its public roadways, streets, sidewalks, alleys, utility easements, and all other areas and facilities of the City (collectively the "Right-of-Way" or "ROW");
- B. The City has exclusive control of the ROW pursuant to A.R.S. §§ 9-240, 9-276, and 9-582, and is responsible for managing said ROW.
- C. The City has authority to grant, renew, deny, amend, and terminate permits and otherwise regulate ROW activities, pursuant to common law, federal, state and local laws;
- D. Wireless Provider desires to collocate wireless facilities at one or multiple sites in the ROW;
- E. The City is willing to allow Wireless Provider to collocate wireless facilities at one or multiple sites in the ROW, subject to this Master License and approved Site Licenses;
- F. This Master License establishes the general terms and procedures applicable to the collocation of Wireless Provider's wireless facilities in the ROW.

NOW, THEREFORE, for and in consideration of the promises contained herein, and for other good consideration, City and Provider agree as follows:

- 1. Standard Terms: City's Standard Terms and Conditions For Collocation of Wireless Facilities in City Right-of-Way ("Terms") attached hereto are incorporated herein by reference as though fully set forth.
- 2. Standard Terms Application: Wireless Provider shall comply with all Terms and the Terms will apply to all of Wireless Provider's activities in connection with the collocation of Wireless Provider's wireless facilities in the ROW.
- 3. Site License: Wireless Provider shall not collocate any wireless facilities in the ROW or erect a Monopole in the ROW without an approved Site License.
- 4. Site License Application: Wireless Provider must submit a Site License Application to the City in the form prescribed by the City. The Site License Application must include a Site Plan for each proposed collocation site. Once the

Site License Application is deemed complete, reviewed, and approved by the City, a Site License will be issued. The Site License will be subject to the Terms and this Master License.

5. Permits and Inspections: All permits and approvals to the installation and construction of the Wireless Provider's wireless facilities in the ROW must be obtained by Wireless Provider prior to the start of any construction pursuant to an approved Site License.
6. Term: Each Site License is for a period of ten (10) years. Each Site License issued to Wireless Provider shall reference this Master License. This Master License applies to any Site License issued to the Wireless Provider, its contractors, subcontractors, or agents for the entire term of the Site License and any renewal or holdover term.
7. Wireless Provider's Information:
 - a. Network Operations Phone Number:
 - b. Email address:
 - c. Address for Notices:
 - d. Billing Address:

(Signature Page Follows)

STANDARD TERMS AND CONDITIONS FOR COLLOCATION OF WIRELESS FACILITIES IN CITY RIGHT-OF-WAY

The City Council of the City of Flagstaff has adopted the following standard terms and conditions (the “Terms”) to govern the collocation of wireless facilities in City right-of-way by a Wireless Services Provider. These Terms may be amended only upon approval of the City Council. Minor deviations to the Terms may be authorized by the City Engineer, in consult with the City Attorney’s Office, upon a showing of good cause.

1. Purpose

- 1.1.** The purpose of these Terms is to protect the health, safety, and welfare of the public, and to protect the value of and physical integrity of City-owned property and assets.

2. DEFINITIONS

- 2.1.** “Antenna” means communications equipment that transmits or receives electromagnetic radio frequency (RF) signals and that is used in providing wireless services.
- 2.2.** “Applicable Laws” means the federal, state, county, and City laws, codes, ordinances, rules, regulations, and permit requirements that apply to Licensee’s use of the Use Areas.
- 2.3.** “Authority Utility Pole” means a utility pole that is owned or operated by the City and that is in the ROW. Authority Utility Pole does not include a utility pole that is used for electric distribution.
- 2.4.** “City” means the City of Flagstaff.
- 2.5.** “City-owned Structure” means any structure owned by the City and located in the ROW, on which Small Wireless Facilities may be collocated pursuant to applicable City codes, standards, specifications, and regulations. Authority Utility Poles and City-owned Monopoles are included in the definition of City-owned Structures.
- 2.6.** “Collocate” or “Collocation” means to install, mount, maintain, modify, operate or replace wireless facilities on, within, or adjacent to a wireless support structure or utility pole. (Collocated is intended to mean more than one user or shared use of a facility.)
- 2.7.** “Equipment Cabinets” means equipment that is ground mounted or placed on a concrete slab that contains Licensee’s improvements, personal property, and facilities to operate its Antenna(s) for Permitted Uses, including radio

- receivers, transmitters, related facilities, and/or cabinets, related cables and utility lines, location based power source (including a battery), the electrical meter and any other equipment necessary for the operation of wireless antenna.
- 2.8.** “Licensee” means the Wireless Provider that holds a valid site license to use the ROW for the collocation of Small Wireless Facilities.
- 2.9.** “Licensee’s Facilities” shall mean the Antennas, Equipment Cabinets, and all other cable, wire, equipment, conduit, screen walls, or other such element used by Licensee for Permitted Uses in connection with its collocation of Small Wireless Facilities on City-Owned Structures and approved Monopoles pursuant to individual Site Licenses.
- 2.10.** “Monopole” means a wireless support structure that is not more than forty inches in diameter at the ground level and that has all of the wireless facilities mounted on the pole or contained inside of the pole.
- 2.11.** “Parties” means the City and a Licensee, collectively.
- 2.12.** “Party” means the City or a Licensee.
- 2.13.** “Permitted Uses” means, and is limited to, Licensee's right to (i) collocate small wireless facilities on City-owned Structures in the ROW; (ii) construct, install, modify, mount, maintain, operate, and replace utility poles that are associated with the collocation of small wireless facilities in the ROW; and (iii) construct, install, modify, mount, maintain, operate, and replace monopoles that are associated with the collocation of wireless facilities in the ROW, in accordance with an approved Site License for such use of the ROW.
- 2.14.** “Right-of-Way” or “ROW” means the area on, below, or above a City roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a federal interstate highway, a state highway, or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.
- 2.15.** “Site License” means the permit issued by the City Engineer pursuant to the Flagstaff City Code, Chapter 8-09, *Utility Poles and Wires*, that gives the Wireless Provider revocable, nonexclusive permission to use a specific site in the ROW for specific wireless facilities as approved by the City Engineer. The Site License does not create or confer any interest in real or personal property.
- 2.16.** “Small Wireless Facility” means a wireless facility that meets both of the following qualifications:
- 2.16.1.** All antennas are located inside an enclosure of not more than six cubic

feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of the antenna's exposed elements could fit within an imaginary enclosure of not more than six cubic feet in volume; and

- 2.16.2.** All other wireless equipment associated with the facility are cumulatively not more than twenty-eight cubic feet in volume, or fifty cubic feet in volume if the equipment was ground mounted before August 9, 2017. The following types of associated ancillary equipment are not included in the calculation of equipment volume under this definition: (i) an electric meter; (ii) concealment features; (iii) a telecommunications demarcation box; (iv) grounding equipment; (v) a power transfer switch; (vi) a cutoff switch; and (vii) vertical cable runs for the connection of power and other services.
- 2.17.** "Use Area" means the physical area that Licensee is permitted to use pursuant to an approved Site License. The term Use Area includes the area depicted on the Site License that shows where antenna and other Wireless Facilities will be attached to the City-Owned Structure, and where the Equipment Cabinet and Cable Route will be located. The Use Area shall be the smallest geometric shape necessary to accommodate the Wireless Facilities.
- 2.18.** "Utility Pole" means a pole or similar structure that is used in whole or in part for communications service, electric distribution, lighting, or traffic signals. Utility pole does not include a monopole.
- 2.19.** "Wireless Facility" means equipment at a fixed location that enables wireless communications between users of equipment and a communications network, including both of the following: (a) equipment associated with wireless communications; and (b) radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration.
- 2.19.1.** "Wireless Facility" includes small wireless facility.
- 2.19.2.** "Wireless Facility" does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between wireless support structures, or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.
- 2.19.3.** "Wireless Facility" does not include wi-fi radio equipment described in A.R.S. § 9-506, Subsection I, or microcell equipment described in A.R.S. § 9-584, Subsection E.
- 2.20.** "Wireless Provider" means a cable operator, wireless infrastructure provider, or wireless services provider.

- 2.21.** "Wireless Services" means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.
- 2.22.** "Wireless services provider" means a person that provides wireless services. Wireless services provider does not include a special taxing district.
- 2.23.** "Wireless support structure" means (i) a freestanding structure, such as a monopole; (ii) a tower, either guyed or self-supporting; (iii) a sign or billboard; or (iv) any other existing or proposed structure designed to support or capable of supporting small wireless facilities. Wireless Support Structure does not include a utility pole.

3. Licensing Scope

- 3.1.** Licensee shall not attach any Wireless Facility to a City-owned Structure, place Licensee Facilities in the ROW, or erect a Monopole in the ROW without an approved Site License. Placement of any unauthorized facilities on City-owned Structures or in the ROW without a Site License shall constitute trespass.
- 3.2.** Site Licenses do not provide Licensee with any ownership or leasehold interests in the City-owned Structures, replacement poles, or ROW, nor do they provide Licensee with any of the City's rights to use the public property upon which the City-owned Structures and Licensee's Facilities are located, other than those expressly provided herein or in the Site License.
- 3.3.** City specifically reserves to itself and excludes from an approved Site License a non-exclusive and delegable right over the entire Use Area for all manner of real and personal improvements related to governmental activity or other improvement designed to benefit the public. Licensees accept the risk that the City and others may now or in the future install or modify facilities in the Use Areas in locations that make the area unavailable for Licensee's use. Such activities may include, but are not limited to, any and all construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning, or otherwise accommodating all manner of streets, sidewalks, alleys, trails, traffic control devices, transit facilities, pipes, wires, cables, conduit, sewer, canals, drains, overpasses, culverts, bridges, and other encroachments, and any other use of the ROW that the City may determine from time to time to be a benefit to the public.
- 3.4.** There may be portions of the ROW that are encumbered for the benefit of others, contain structures not owned or operated by the City, have limited dedications to the public, or that have regulatory use restrictions imposed by a third party. Areas subject to such encumbrances, restrictions, or regulations are considered encumbered ROW and Licensee Facilities shall not be constructed or placed in such areas without the express written permission from the third party or third parties that have property rights or regulatory

authority over the encumbered ROW.

- 3.5.** City shall have full authority to regulate use of the Use Areas, to resolve competing demands and preferences regarding use of the Use Areas, and to require Licensee to cooperate and participate in implementing such solutions. In exercising its authority, the City may consider any legal, timing, operational, financial, or other factors affecting existing and future proposals and public need for the Use Area.
- 3.6.** Licensees assume all risk, costs, and expenses related to the Licensee Facilities and loss of service that may occur due to damage, destruction, or collapse of any City-owned Structure, or due to any incompatibility of Licensee's use with City's use, or other user's use, of the City-Owned Structures. Licensee shall be solely responsible for the relocation of any Licensee Facilities placed on a structure or property not owned by City or wrongly designated as a City-owned Structure and/or ROW at any time.
- 3.7.** City may require Licensee to remove any unauthorized attachment to a City-owned Structure or unauthorized placement of Licensee's Facilities in the ROW. If Licensee fails to remove the unauthorized facilities within sixty (60) days after notice, City may remove the unauthorized facilities without incurring any liability, including but not limited to liability for interruption of service. Licensee shall reimburse City for its actual costs of removal of the unauthorized facilities. The failure of the City to act to remove any unauthorized facilities shall not constitute permission, waiver, or a de facto Site License in any manner, nor shall subsequent issuance of a Site License be effective retroactively.
- 3.8.** Licensee Facilities may be used solely for Permitted Uses, and Licensee is not authorized to and shall not use the Licensee Facilities to offer or provide any other services not specified herein or in the applicable Site License.

4. Licensing Procedures

- 4.1.** Licensee shall submit an application for a Site License on an application form, which shall be in the form of Exhibit 1 ("Application"). Once the Application is reviewed and approved by City, a Site License in substantially the form of Exhibit 2 ("Site License") may then be executed by the Parties. The City Engineer or designee will have the authority to execute a Site License.
- 4.2.** Licensee shall submit one Application for each site or proposed Use Area, but applications may be batched as permitted under A.R.S. § 9-593(D).
- 4.3.** Any changes to the site license application, site plan, or supporting documents must be approved by the City in writing. Unapproved changes identified by the City after the Site License is approved will result in the Site License being revoked.

- 4.4. Licensees shall comply with any necessary zoning, building permit, traffic control, ROW management requirements, non-City utility permits, other permits as required, or other regulatory requirements ("Permits") that apply to Licensee Facilities.
- 4.5. Licensees are responsible for the study and evaluation of the existing City-owned Structures and ROW to be utilized by Licensee and for determining the fitness for the use by Licensee. City expressly disclaims all warranties of merchantability and fitness for a purpose or absence of hazardous conditions associated with the City-owned Structures and ROW. City makes the City-owned Structures and ROW available for Licensee's use "AS IS."
- 4.6. To the extent that Licensee owns any fiber or conduits that will be placed underground, and to the extent that State law requires it, Licensee shall comply with Arizona Revised Statutes ("A.R.S."), Title 40, Chapter 2, Article 6.3, by participating as a member of the Arizona Blue Stake Center. A copy of Licensee's proof of membership shall be filed with the City when the Application is submitted.

5. Standards for Installation, Operations, and Maintenance

- 5.1. Licensee, at its sole expense, shall supply all material associated with the installation, operation, and maintenance of Licensee's Facilities. Licensee shall maintain Licensee's Facilities at all times.
- 5.2. Where installation of Licensee's Facilities requires replacement of an existing City-owned Structure, Licensee shall replace the City-owned Structure with a structure meeting all applicable City standards and specifications and Applicable Laws, and shall return replaced structures to City at a location to be designated by the City.
- 5.3. All Licensee Facilities shall be designed and constructed by Licensee at the Licensee's sole cost and expense, including without limitation any alteration or other change to the City's equipment or other improvements that may be required due to the installations of Licensee's Facilities. In no event shall City be obligated to compensate a Licensee in any manner for any of Licensee's improvements or other work provided by Licensee during or related to the term of any Site License. Licensee shall timely pay for all labor, materials, work, and all professional and other services related thereto and shall pay, protect, indemnify, defend, and hold harmless City and City's employees, officers, contractors, and agents against all claims related to such items. Licensee shall bear the cost of all work required from time to time to cause the Use Areas and City's adjoining property (if directly impacted by Licensee's work) to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations, and other laws if such work is required because of work performed by Licensee, by Licensees' use of the Use Areas, or by any exercise of the rights granted to Licensee under a Site License.

- 5.4.** If the Licensee is required to replace an Authority Utility Pole in connection with the collocation of a Wireless Facility, Licensee shall purchase and provide to the City additional inventory of identical replacement poles in anticipation of emergency or routine replacement of such poles utilized by Licensee or City. The minimum number of replacement poles that must be provided will be at least one and no less than 5% of the total number of replacement poles installed by Licensee in the City. All replacement poles shall be approved by the City prior to installation.
- 5.5.** Any emergency work occurring within the ROW will require a right-of-way permit.
- 5.6.** All work in the ROW will be performed only by a Licensee and its contractors and will be performed in compliance with Flagstaff City Code, Applicable Laws, applicable City policies, the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, Flagstaff's Engineering Design Standards and Specifications for New Infrastructure, National Electric Code (NEC), National Electric Safety Code (NESC), OSHA regulations, FCC RF exposure guidelines, including FCC OET Bulletin 65 (as supplemented or amended) and IEEE C95 Standards, and all other applicable RF emissions laws and regulations in effect from time to time, including FCC's RF standards for "general population/uncontrolled exposure" and for "occupational/controlled exposure."
- 5.7.** Licensee is responsible for restoring the ROW to the same condition it was in prior to any work being performed by Licensee in relation to an approved Site License. The City has sole discretion to determine the scope of any required restoration.
- 5.8.** Licensee shall at all times during the term of a Site License maintain the Licensee Facilities in good repair and shall keep the Use Area free of debris and anything else of a dangerous, noxious or offensive nature, or which would create a hazard or source of undue vibration, heat, noise, or interference.
- 5.9.** Licensees shall prepare and maintain record (As-Built) drawings of all Licensee Facilities located on City-owned Structures and in the ROW, and furnish such record drawings at the City's request. Licensees shall furnish City copies of the record drawings in both hard copy and electronic formats, as requested by the City and in conformance with Title 13 of the City Code. If the horizontal and vertical locations are not known, not provided as requested by City, or inaccurate, Licensees shall reimburse the City for actual costs associated with locating and potholing a Licensee's Facilities, in the event that Licensee Facilities need to be located in connection with one of Flagstaff's projects.
- 5.10.** If Licensee's Facilities are not located in the precise location depicted in the

Site License or the record (As-Built) Drawings, Licensee shall be responsible, and shall reimburse City, for all costs and damages incurred in relocating the Licensee Facilities and all delay costs incurred to locate (and if necessary relocate) the Licensee Facilities.

- 5.11.** Consistent with the requirements of Flagstaff City Code and Flagstaff's Engineering and Design Standards, Licensee shall screen or conceal, as applicable, all pole-mounted, pad, and ground-mounted equipment used for Permitted Uses with required aesthetic features, such as canisters, screen walls, and landscaping, as approved by the City with each Site License. Concealing and screening shall blend with the surrounding area and shall take into account scale, form, texture, materials, and color. Concealing and screening features shall be noted on the site plan and construction drawings submitted with each application.
- 5.12.** Licensees shall not install signage at the Use Area without prior approval of the City. Approved signage shall be maintained at all times, and shall include Licensee's name, business address, telephone number, and emergency contact information. Under no circumstances will the City approve signage containing a commercial message.
- 5.13.** Except for security lighting operated with the City's approval, Licensee shall not operate outdoor lights at the Use Areas.
- 5.14.** Licensee's Facilities located within the Use Area shall not emit noise greater than the ambient noise level of the surrounding ROW. This limitation does not apply to City approved safety equipment that is installed as part of Licensee's Facilities.
- 5.15.** If Licensee abandons the use of any of Licensee's Facilities, or any portion thereof, installed under or pursuant to an approved Site License, the Licensee shall immediately remove all of the Licensee Facilities, including subgrade facilities and foundations, installed pursuant to the approved Site License, but in no event later than three (3) days, at the Licensee's expense. Upon removal, Licensee shall restore the City-Owned Structure and ROW, including Licensee Facilities installed sub-grade, to better than or equal to the condition that existed prior to construction and installation of the Licensee Facilities.
- 5.16.** Licensee shall cause all construction to occur lien-free and in compliance with all Applicable Laws. If any lien is filed against City Property as a result of acts or omissions of Licensee or its employees, agents, or contractors, the Licensee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to City within thirty (30) days after Licensee receives written notice that the lien has been filed.
- 5.17.** Licensee shall install separate meters for any utilities used by Licensee and shall pay for all utilities supplied to, used, or consumed as a result of the operation of Licensee's Facilities, including without limitation (as applicable) all

gas, electric, sanitation, and telephone installation and monthly use charge. Licensee shall comply with all City ordinances, permit requirements, Utility Terms and Conditions, and regulations related to utility services. Any third-party equipment needed to service Licensee's Facilities must be approved under separate permits, if applicable. The City will not provide easements within the ROW to Licensee or third-parties.

5.18. In the event of an emergency, required maintenance, accident, or condition that causes the City to replace or remove a Licensee's Facilities, Licensee shall be responsible for reconnecting Licensee's Facilities at its sole expense.

5.19. No secondary power supply (generator or battery, permanent or temporary) may be located on the City-owned Structures or in the ROW without the prior written approval of City pursuant to an approved Site License.

6. Duration

6.1. Term of Master Agreement and Site Licenses

Subject to a Licensee's right to terminate, this Site License shall have a term of ten years.

6.2. Early Termination

Licensee may terminate a Site License at any time upon service of 60-days written notice to City. In the event a Licensee exercises this option, Licensee shall be subject to all obligations in these Terms to restore and rehabilitate all City-owned Structures and ROW used for Licensee's Facilities to their prior condition and utility.

6.3. Renewal

Site Licenses shall be renewable for additional ten-year terms, at Licensee's sole discretion, so long as the Licensee and Licensee's Facilities are in compliance with these Terms, the related Site License, and all Applicable Laws.

7. Relocation of City-Owned Structures

City shall have the right at any time to require relocation of a Licensee's Facilities, or any portion of them, to another location suitable for Licensee's use in order to accommodate a public project. The cost of relocation will be the sole responsibility of Licensee. Licensee shall have at least one hundred and twenty (120) days' notice of such relocation and shall fully cooperate in such relocation. If Licensee fails to relocate its Facilities as required herein, the Licensee shall reimburse City for the any direct and indirect damages incurred by the City as a result of such delays.

8. Operations Interference, Emergency Disruption, Testing, and Reservation

- 8.1.** Licensees shall not use the City-owned Structures or the ROW in any way that interferes with the City's use of any portion of the City property by City. In the event City determines that Licensee's use of the City-owned Structures or ROW interferes with the City's use of the City property, City will notify the Licensee of such interference and the Licensee shall have fifteen (15) days to remedy the interference. If a Licensee does not remedy the interference within fifteen (15) days, such inaction shall be deemed a material breach by the Licensee and City shall have the right to terminate the Site License. In the alternative, City may require Licensee, at Licensee's full expense, to relocate the Licensee's Facilities so as to remove or minimize the interference, to the extent City deems necessary.
- 8.2.** City is entitled to inspect all construction, reconstruction, and installation work performed by Licensee relating to an approved Site License, and require Licensee to remedy any work that is not performed or completed in compliance with Applicable Laws. City is also entitled to conduct such tests as it deems necessary to ensure compliance with the terms herein and Applicable Laws. This right to access is in addition to access rights for City inspectors or other employees and officers acting within their legal authority.
- 8.3.** Licensee shall not install, operate, or allow the use of equipment, methodology, or technology that interferes or is likely to interfere with the optimum effective use or operation of City's existing or future fire, law enforcement, Police, Public Safety, transportation, information technology, engineering, emergency, or other communication equipment, methodology, or technology (including, but not limited to, voice, data or other carrying, receiving, or transmitting equipment.) If such interference should occur, Licensee shall discontinue using the equipment, methodology, or technology that causes the interference until the Licensee takes corrective measures, at its sole expense, to remedy the interference. Any such corrective measures shall be made within 48 hours, unless the City Engineer determines that there is an impact to health or public safety communications devices, in which case the corrective measures shall be made immediately.
- 8.4.** City may remove, alter, tear out, relocate, or damage portions of Licensee's Facilities in response to fire, disaster, or other emergency if the City deems such action to be reasonably necessary under the circumstances. In such event, neither the City nor any agent, contractor, or employee of the City will be liable to Licensee or its customers or third parties for any harm so caused to them or Licensee's Facilities. When practical, City shall consult with Licensee in advance to assess the necessity of such actions and to minimize, if possible, damage to and disruption or operation of Licensee's Facilities.
- 8.5.** Licensee shall at all times retain on call and available to the City by telephone an active, qualified, competent, and experienced representative of Licensee to

supervise all of Licensee's activities within the Use Areas and operation of Licensee's Facilities related to an approved Site License, and who shall be authorized to represent and act for Licensee in matters pertaining to all emergencies and day-to-day operation of the ROW and all other matters affecting a Site License.

- 8.6.** If Licensee's facilities are installed within 500 feet of any City communication equipment, immediately after installation Licensee will conduct RF emission and interference testing of Small Wireless Facilities for all FCC unlicensed spectrum to determine whether the Small Wireless Facilities disrupt or interfere with City's uses.
- 8.7.** Licensee shall demonstrate compliance with Federal RF exposure limit rules and guidelines utilizing an RF exposure assessment prior to Licensee's Facilities (or that of any sub-lessees of Licensee) being placed into commercial operation, and Licensees shall reconfirm compliance with these rules upon any significant change (e.g., >5% RF Power increase) in the Licensee's Facilities. All such calculations and measurements shall be performed by a qualified radio engineer, and a copy of the compliance results shall be provided to the City. If the results of calculations or measurements show noncompliance with applicable RF exposure limit rules or guidelines, the noncompliant Licensee Facilities shall be shut down (except for work necessary to bring it into compliance) until Licensee can demonstrate compliance with such rules.
- 8.8.** City may, at its expense and sole discretion, perform tests on Licensee's Facilities to confirm Licensee's compliance with Federal RF exposure limit rules and guidelines, including 47 C.F.R. Section 1.1310, as those guidelines and rules may be amended from time to time.
- 8.9.** City does not grant, and reserves for itself, its lessees, successors, and assigns, (i) all mineral rights, seismic rights, and rights to oil, gas, water, other hydrocarbons or minerals on, under, or about any portion of the ROW, City Property, or City-owned Structures that may be subject to a Site License; (ii) rights to generate electricity from the wind or wind power on or about any portion of the ROW, City Property, or City-owned Structures that may be subject to a Site License; and (iii) the right to grant to others the rights hereby reserved.
- 8.10.** City shall have the right to operate, replace, and maintain all City-owned Structures in such manner as best serves City's service requirements including, but not limited to, the right to allow the attachment of additional facilities. Licensee agrees to shut down Licensee's Facilities collocated on a City-owned Structure any time the City is maintaining, testing, or replacing that City-owned Structure. City will provide Licensee with written notice of the need to shut down Licensee's Facilities, and Licensee agrees to perform the shut down within one (1) business day from the date of notice. If Licensee fails to shut down the equipment within one (1) business day from the date of

notice, Licensee shall reimburse City for its costs related to the delay, including time and labor expenses. The reimbursement will be no less than \$500 per incident.

9. Fees

- 9.1.** Licensees shall pay the application fees set forth in the Schedule of Fees attached hereto as Exhibit 3, attached hereto and incorporated herein, for each Site License. Payment is due at the time of submittal of a Site License application.
- 9.2.** Licensees shall pay all inspection and testing fees applicable to the installation of Licensee's Facilities, which may be adopted and amended by the City Council from time to time, at the time of issuance of a Site License.
- 9.3.** Licensee shall pay annual use fees for each Site License per the Schedule of Fees in consideration for the right to use City-owned Structures and/or the ROW.
- 9.4.** Annual fees shall be paid to the City in advance, on or before the anniversary date of the effective date of each Site License, without prior demand and without any deduction or offset whatsoever.
- 9.5.** Fees paid by Licensees are non-refundable.

10. Construction Notification

Prior to any Site License Application being approved, the Wireless Provider must provide notice to all property owners and the residents of any residential property located within three hundred feet (300') of each proposed Wireless Facility collocation site. Such notice shall be by U.S. mail and shall include the project location, address, general description, equipment dimensions, Wireless Provider contact information, and a construction schedule. The Wireless Provider shall provide the City with a copy of the notification, a list of property owners to whom the notification was sent, and an attestation of mailing. If any concerns are raised by the neighboring property owners or residents relating to the proposed Wireless Facility, Licensee shall respond to and, if possible, resolve those concerns promptly, prior to approval of the Site License.

11. Safety Program for City's Employees

In order to perform duties necessary as owner and manager of the public ROW, the City and its employees, agents, and representatives must have uninterrupted and safe access to the ROW and all structures located thereon. In order to ensure the safety of those working on or near a Licensee's Facilities, Licensees must comply with all of the following safety protocols:

- 11.1.** Retrofit any Wireless Facilities owned by the Licensee in the ROW that are deployed as of the effective date of these Terms, with a manual kill switch with indicator for each Wireless Site that the City's employees, agents, or

representatives can use to turn off all power to the Licensee's Facilities while City work is performed at the location; or participate in a City-sponsored RF Safety Program (the "City's Safety Program"), enrollment in which shall include: (i) a one-time contribution to the City of three thousand dollars (\$3,000.00) to fund the purchase of RF Personal Monitors for monitoring RF emissions from Licensee Facilities during maintenance of City-Owned Facilities and ROW, and also to fund, in part, third-party training for City personnel who work near Licensees' RF emissions; and (ii) an annual contribution of one thousand five hundred dollars (\$1,500.00) for the continuing operation of the City's Safety Program ("Annual Contribution").

- 11.2.** If a manual kill switch is not provided, install on every City-owned Structure or Utility Pole on which Licensee's Facilities are collocated a plaque identifying the contact information for the representative of the Licensee who has the ability and authority to disable the Wireless Facilities.
- 11.3.** For all Small Wireless Facilities deployed on or after the effective date of these Terms, provide access to a manual kill switch with indicator for each Small Wireless Site that the City's employees, agents, or representatives can use to turn off all power to the Licensee's Facilities while City work is performed at the location.
- 11.4.** Within 24 hours of a request, agree to send a technician with an RF monitor to confirm that all RF emitting equipment has, in fact, been deactivated, and to install all appropriate lockout tags and devices.

12. Indemnification

To the fullest extent permitted by law, Licensee agrees to indemnify, hold harmless, and defend the City, its officers, officials, agents, and employees (the "Indemnified Parties") for, from, and against all claims, damages, losses, and expenses including, but not limited to, reasonable attorneys' fees arising out of or resulting from the conduct or management of Licensee's Facilities or any condition created in or about the Licensee's Facilities or any accident, injury, or damage whatsoever occurring in or at Licensee's Facilities or from the failure of Licensee to keep its facilities in good condition and repair, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused by any act or omission of Licensee or anyone directly or indirectly employed by it, including any contractor or subcontractor, or anyone for whose acts it might be liable. Notwithstanding the foregoing, Licensee's obligation to indemnify or hold harmless the Indemnified Parties under this provision shall be limited to the extent that the damage or injury is alleged to be attributable to or caused by the negligence or other wrongful acts or omissions of Licensee or its employees, contractors, subcontractors, or agents. Licensee's hold harmless agreement includes latent defects, and, subject to standard provisions of the relevant policies, the hold harmless obligation shall be specifically covered and insured by the insurance policies required by these Terms.

13. Insurance

- 13.1.** Without limiting any liabilities or any other obligations of any Licensee or any of its contractors or subcontractors under any Site License or otherwise, a Licensee and its contractors or subcontractors shall provide and maintain, with forms and insurers acceptable to City, and until all obligations under all Site Licenses are satisfied, the minimum insurance coverage, as follows:
- 13.1.1.** Commercial General Liability Insurance, including coverage of contractual liability assumed under each Site License, affording protection of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence, combined single limit for bodily injury and property damage, against damages because of, or on account of, bodily injuries to or the death of any person or destruction of or damage to the property of any person, occurring on or about any of Licensee's Facilities or due in any way to the use, occupancy, maintenance, or operation of the Small Cell or Ground Facilities or related facilities.
 - 13.1.2.** Workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Licensee's and Licensee's contractor or subcontractor employees who may be working on Licensee's Facilities, and employer's liability with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000).
 - 13.1.3.** Commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than TWO MILLION DOLLARS (\$2,000,000) each occurrence with respect to vehicles assigned to or used in the performance of the work, whether owned, hired, or non-owned.
- 13.2.** The policies required by Sections 13.1.1 and 13.1.3 herein shall include the City of Flagstaff, members of its governing bodies, its officers, agents and employees as additional insureds, and shall stipulate that the insurance afforded for shall be primary insurance and that any insurance carried by the City of Flagstaff, members of its governing bodies, its officers, agents, and employees shall be excess and not contributory.
- 13.3.** Contractor, its subcontractors, and its insurers providing the required coverages shall waive all rights of subrogation against the City of Flagstaff, members of its governing bodies, its officers, agents, and employees.
- 13.4.** Prior to commencing construction, Contractor or Subcontractor shall furnish the City with Certificates of Insurance and related endorsements as evidence that policies providing the required coverage, conditions, and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days' notice of cancellation, termination, or material change shall be sent directly to City.

- 13.5.** All insurance policies shall be obtained from companies duly authorized to issue such policies in the State of Arizona, having Best's ratings of "A" and acceptable to City.

14. Breach and Letter of Credit

- 14.1.** Any breach of these Terms or of any provision of a Site License, if left uncured after 30-days' written notice, shall render Licensee's Facilities as unauthorized work within the right-of-way, and shall be subject to the penalties provided for in City Code.

- 14.2.** Prior to receiving any Site License or permit, Licensee shall provide a letter of credit in an amount based upon a Licensee's good-faith estimate of the number of Site Licenses to be constructed within the City in the current calendar year. The letter of credit shall be a security deposit to ensure Licensee's performance of all its obligations under these Terms, and shall be in substantially the same form as provided in Exhibit 4.

- 14.2.1.** The amount of the letter of credit shall be, as follows: Thirty Thousand Dollars (\$30,000.00) for up to ten (10) Site Licenses; Sixty Thousand Dollars (\$60,000.00) for eleven (11) to twenty (20) Site Licenses; One Hundred Five Thousand Dollars (\$105,000.00) for twenty-one (21) to thirty-five (35) Site Licenses; One Hundred Eighty Thousand Dollars (\$180,000.00) for thirty-six (36) to sixty (60) Site Licenses; Three Hundred Thousand Dollars (\$300,000.00) for sixty-one (61) to one hundred (100) Site Licenses; Four Hundred Fifty Thousand Dollars (\$450,000.00) for one hundred one (101) to one hundred fifty (150) Site Licenses; Six Hundred Seventy-Five Thousand (\$675,000.00) for one hundred fifty-one (151) to two hundred twenty-five (225) Site Licenses; One Million Fifty Thousand Dollars (\$1,050,000.00) for two hundred twenty-six (226) to three hundred fifty (350) Site Licenses; One Million Five Hundred Thousand Dollars (\$1,500,000.00) for three hundred fifty-one (351) to five hundred (500) Site Licenses; Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00) for five hundred one (501) to seven hundred fifty (750) Site Licenses; and Three Million Dollars (\$3,000,000.00) for seven hundred fifty-one (751) to one thousand (1,000) Site Licenses. If the number of Site Licenses exceeds one thousand (1,000), then the Three Million Dollar (\$3,000,000.00) letter of credit shall remain in effect and the amounts for additional Site Licenses shall be calculated according to the calculation above.

- 14.2.2.** The City will determine at least once annually if Licensee must update the amount of the letter of credit based upon the then-current number of Licensee's Site Licenses.

- 14.2.3.** Licensee shall pay all costs associated with the letter of credit and shall maintain the letter of credit for at least one year following the term of any Site License.

14.2.4. City may, in its sole discretion, draw on the letter of credit in the event of any default under these Terms. In such event, Licensee shall cause that the letter of credit be replenished to its prior amount within ten (10) business days after City notifies a Licensee that it has drawn on the letter of credit.

14.3. The City's remedies for breach are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available under the law.

15. General Provisions

15.1. Force Majeure

15.1.1. Neither City nor Licensee shall be liable or responsible for a delay or failure in performing or carrying out any of its obligations (other than obligations to make payments) under any Site License caused by force majeure. Force majeure shall mean any cause beyond the reasonable control of City or Licensee, as applicable, or beyond the reasonable control of any of their respective contractors, subcontractors, suppliers, or vendors, including without limitation: acts of God, including, but not necessarily limited to lightning, earthquakes, adverse weather of greater duration or intensity than normally expected for the job area and time of year, fires, explosions, floods, other natural catastrophes, sabotage, acts of a public enemy, acts of government or regulatory agencies, wars, blockades, embargoes, insurrections, riots, or civil disturbances; labor disputes, including, but not necessarily limited to, strikes, work slowdowns, work stoppages, or labor disruptions, labor or material shortages, or delays or disruptions of transportation; orders and judgments of any federal, state, or local court, administrative agency, or governmental body; the adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses, by a court or public agency having appropriate jurisdiction after the date of the adoption of these Terms; or any suspension, termination, interruption, denial, or failure to issue or renew by any governmental authority or other party having approval rights of any approval required or necessary hereunder for installation or operation of any Small Cell Equipment or for either Party to perform its obligations hereunder, except when such suspension, termination, interruption, denial, or failure to issue or renew results from the negligence or failure to act of the Party claiming the occurrence of an event of force majeure.

15.1.2. If either City or a Licensee is rendered unable to fulfill any of its obligations under a Site License by reason of force majeure, such Party shall promptly notify the other and shall exercise due diligence to remove

such inability with all reasonable dispatch; provided, that nothing contained in this Section 15.1 shall be construed as requiring City or a Licensee to settle any strike, work stoppage, or other labor dispute in which it may be involved, or to accept any permit, certificate, license or other approval on terms deemed unacceptable to such Party, or to enter into any contract or other undertaking on terms which the Party deems to be unduly burdensome or costly.

15.2. Assignment

Licensee will have the right to assign, sell, or transfer its entire interest under a Site License without the approval or consent of City, to the Licensee's affiliate or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the Federal Communications Commission in which the Licensee's Facilities are located by reason of a merger, acquisition, or other business reorganization. Licensee may not otherwise assign a Site License without the City's consent. Any purported assignment in violation of this Section shall be void.

15.3. Entire Agreement

These Terms, the Master License Agreement, and any related Site Licenses represent the entire agreement of the Parties. There are no other agreements or terms, written or oral. Except for those previously-executed and enforceable contracts, these Terms, the Master License Agreement, and related Site Licenses supersede all previous communications and representations between the Parties on the same subject matter, whether oral or written. All changes to any Site License agreed to by the Parties shall be in writing, and must be executed by both Parties.

15.4. Severability

If any provision of these Terms is invalidated by a court of competent jurisdiction, all other provisions hereof shall continue in effect.

15.5. Governing Law and Choice of Forum

These Terms and all matters relating hereto shall be governed by, construed, and interpreted in accordance with the laws of the State of Arizona without reference to principles of conflict of laws in Arizona or any other jurisdiction. Any proceeding shall be filed, prosecuted, and resolved in the courts of the State of Arizona, state or federal, and venue for any litigation or other dispute shall be only in Coconino County, Arizona. The Parties waive any and all rights to a jury.

15.6. Remedies Cumulative

All remedies specified in these Terms and all remedies provided by law or otherwise (except as specifically excluded herein), shall be cumulative and not alternative.

15.7. Attorneys' Fees and Expenses

In the event of default by either Party or any action or suit arising out of these Terms or any individual Site License addendum, the prevailing Party or the non-defaulting Party shall be entitled to recover its costs, expenses, reasonable attorneys' fees, experts' fees, and witness fees of any type.

15.8. Notices

Licensee shall keep its contact information updated and on file with the City Engineer. Any formal notice required under this Agreement shall be in writing and sent by certified mail and email to the other party.

15.9. Conflict of Interest

The parties agree that any approved Site License may be cancelled for conflict of interest in accordance with A.R.S. § 38-511.

15.10. No Boycott of Israel

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

15.11. Exhibits

The forms of Exhibits attached to these Terms may change from time to time, in the City's sole discretion, as technology and business needs change. City will make updated forms available to Licensee.

Exhibit 1 Application
Exhibit 2 Site License
Exhibit 3 Schedule of Fees
Exhibit 4 Letter of Credit

Adopted: February 6, 2018

STANDARD DESIGN REQUIREMENTS FOR SMALL WIRELESS FACILITIES IN THE RIGHT OF WAY

I	Definitions
II	Common Standard Design Concepts, Requirements, and Details
III	Standard Design Requirements for Small Wireless Facility on Existing Streetlights
IV	Standard Design Requirements for Small Wireless Facility on Existing Traffic Signal Pole
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Exhibit A1	Calculating Height of Existing Streetlight
Exhibit A2	Calculating the Height of Existing Streetlight with Integrated Mast Arm
Exhibit B	Calculating the Height of Existing Traffic Signal Pole
Exhibit C	“Dog House” and External Cable Chase
Exhibit D1	Panel Antenna Shroud – 45 Degrees
Exhibit D2	Panel Antenna Shroud – 90 Degrees
Exhibit D	Example of Electrical Meter Pedestal

I DEFINITIONS

Terms used in this document are defined in the definitions below or may be found in A.R.S. §9-591.

“Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

“Antenna Mounting Bracket” means the hardware required to secure the antenna to the pole. “Antenna Mounting Post” means the vertical post or pipe that the antenna mounting bracket is mounted to in order for the antenna to be attached to the pole.

“Antenna Shroud” means the three-sided cover that is mounted at the base of the antenna to conceal the appearance of the cables and wires from the hand-hole port on the pole to the bottom-fed antenna.

“Canister Antenna” means the canister or cylinder style housing used to conceal the antenna(s), amplifier(s), radio(s), cables, and wires at the top of a pole.

“Clear View Zones” see “Sight Triangles”

“Communications Equipment” means any and all electronic equipment at the Small Wireless Facility location that processes and transports information from the antennas to the Wireless Provider’s network.

“Dog House” means the plastic or metal attachment to the base of a pole that covers the transition point of underground cables and wires to the vertical section of the pole.

“Ground Mounted Equipment” means any communications equipment that is mounted to a separate post or to a foundation on the ground.

“Light Emitting Diode” also referred to as “LED” is a type of lighting fixture installed on city streetlight and traffic signal poles.

“Light Fixture” means the lighting unit or luminaire that provides lighting during the evening hours or during the hours of darkness.

“Luminaire Mast Arm” means the horizontal post that attaches the light fixture to the streetlight pole or traffic signal pole.

“Omni-Directional Antenna” also referred to as an “omni antenna”, this antenna is round in shape, like a pipe, and may be about one (1) inch diameter up to about six (6) inches in diameter.

“Outside Diameter” also referred to as “OD” means the points of measurement, using the outer edges of a pole, pipe or cylinder.

“Panel Antenna” means the style of antenna that is rectangular in shape and with dimensions that are generally four (4) feet to eight (8) feet in height, by eight (8) inches to twelve (12) inches wide, and four (4) inches to nine (9) inches deep.

“Remote Radio Heads (RRH) / Remote Radio Units (RRU)” means the electronic devices that are used to amplify radio signals so that there is increased performance (farther distance) of the outgoing radio signal from the antenna.

“Right-of-way” as defined for wireless sites in A.R.S. §9-591(18) means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a Federal Interstate

Highway, a state highway or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.

“Sight Triangles” means the traffic engineering and safety concept that requires clear view by the driver of a vehicle to crossing traffic at a stop sign, driveway or intersection. In order to achieve clear visibility of the cross traffic, the land areas in the sight visibility triangle has specific maximum heights on landscaping, cabinets, and other potential view obstructions. Sight Triangles shall be determined in accordance with the criteria in the current edition of “A Policy on Geometric Design of Highways and Streets” published by AASHTO.

“Signal Head” means the “Red, Yellow and Green” light signals at a signal-controlled intersection.

“Signal Head Mast Arm” means the horizontal pole that has the signal heads mounted to it and attaches to the traffic signal pole.

“Small Wireless Facility (SWF)” as defined in A.R.S. 9-591(19), means a Wireless Facility that meets both of the following qualifications:

1. All antennas are located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna, that has exposed elements, the antenna and all of the antenna’s exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet in volume
2. All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume, or fifty (50) cubic feet in volume if the equipment was ground mounted before the effective date of this section. The following types of associated ancillary equipment are not included in the calculation of equipment volume pursuant to this subdivision:
 - a. An electric meter.
 - b. Concealment elements.
 - c. A telecommunications demarcation box.
 - d. Grounding equipment.
 - e. A power transfer switch.
 - f. A cutoff switch.
 - g. Vertical cable runs for the connection of power and other services.

“Stealth and Concealment Elements” means the use of shrouds, decorative elements, design concepts and faux elements so that a small wireless facility can be designed to blend in with the surrounding streetscape with minimal to any visual impact.

“Utility Pole” as defined in A.R.S. §9-591(21) means a pole or similar structure that is used in whole or in part for communications services, electric distribution, lighting or traffic signals. Utility pole does not include a monopole.

II COMMON STANDARD DESIGN CONCEPTS, REQUIREMENTS AND DETAILS

The following standard design requirements shall be applied to all new small wireless facilities in the City of Flagstaff's Right-Of-Way (ROW), whether for a small wireless facility to be installed on an existing or replacement streetlight pole, an existing or replacement traffic signal pole, an existing or replacement utility pole, or on an existing or new wireless support structure.

A. Pole Design & Installation

1. Replacement Pole Clearances – Underground Utilities

All ground-mounted electrical equipment shall maintain minimum horizontal clearance from underground utilities.

- a. Clearance from water lines shall be at least six (6) feet.
- b. Clearance from sewer lines shall be at least six (6) feet.
- c. Clearance from telecommunications shall be at least one (1) foot.
- d. Clearance from cable television lines shall be at least one (1) foot.
- e. Clearance from all other underground infrastructure shall be at least six (6) feet.
 - i. The City, in its sole discretion, may grant a variance, upon approval by the City Engineer, from these horizontal separation distances on a case-by-case basis. The approval of a variance is dependent factors specific to the site.
 - ii. In the case where there is an issue with horizontal separation from other underground utilities, the wireless provider may elect to work with the impacted utility to have lines, pipes or property moved so that minimum clearance is achieved. All relocation of City- owned or a privately-owned utility shall be at the sole expense of the wireless provider.

2. Calculating the Base Height of an Existing Pole

The base height, from which the calculation of the "increase in pole height" is referenced for determining the overall pole height, shall be calculated as follows:

- a. Streetlight Pole (see Exhibit A1 and A2)
 - i. A streetlight with a separate luminaire mast arm mounted to the vertical pole shall use the top of the vertical pole as the base height.
 - ii. A streetlight, with the luminaire mast arm integrated (e.g. telescopic style pole) into the top vertical section of the pole, shall use the point on the pole where the mast arm is connected plus twenty-four (24) inches as the base height.
- b. Traffic Signal Pole (see Exhibit B)
- c. A traffic signal pole with a luminaire mast arm that is mounted above the signal head mast arm to the pole shall use the top of the vertical portion of the pole as the base height.

3. Replacement Pole Clearance – Original Streetlight Pole or Traffic Signal Pole

The minimum distance of the replacement pole from the original pole location shall be sixty (60) inches or more so that construction can occur safely. The City may change this minimum distance on a case-by-case basis.

4. Replacement Pole Clearances – Sidewalks

The new or replacement pole shall maintain clearances from sidewalks, curbs and streets in accordance with the City of Flagstaff Engineering Standards Section 13-12-003-0004.

5. Intersection Sight Triangles, Clear View Zones

All new and replacement poles shall be installed in a location that does not impair or interfere with Intersection Sight Triangles and Clear View Zones safety requirements.

6. Cables, Wires and Jumpers

- a. All cables for the wireless equipment and antennas – except where such cables or wires attach to the ports in the antenna – shall be located inside a conduit, inside the caisson and pole. There shall not be any “dog house” or externally visible conduit or entry point of the cables.
- b. All electrical wires for the streetlight luminaire, traffic signal heads, and any City device on the pole shall be new and connected to the existing power source.

7. Hand-holes

- a. All hand-hole locations shall be called out on the plans.
- b. All hand-holes near antennas shall have the top of the hand-hole no lower than the bottom height of the antennas.
- c. The bottom of the hand-hole should not exceed six (6) inches below the bottom of the antenna.

8. Wireless Facility Identification Information

- a. A four (4) inch by six (6) inch Radio Frequency Safety notice must be mounted no less than twenty-four (24) inches from the bottom of the antenna, facing away from traffic.
- b. The wireless provider may place a discreet site identification or number. The size, color and location of this identifier shall be determined by the City.
- c. No wireless provider signs may be placed on a streetlight, traffic signal pole, wireless support structure, or a new or replacement pole except to the extent required by local, state or federal law or regulations.

9. Interference with City Wireless Network

The City has certain wireless devices in a network that connects traffic signals, community centers, water sites, and other locations for the City’s proprietary use. The selection of a location for a wireless site shall consider the potential interference of the City’s wireless network with RF from a wireless provider’s proposed site.

- a. The City, in its sole discretion, after researching the proposed site, radio frequencies, line of sight to other wireless locations in the City’s network, and other technical factors may allow a wireless provider to install a site in the ROW.

10. Cable Chase and Dog Houses

The City, in its sole discretion, shall determine if an exterior cable chase and dog house are aesthetically compatible with the pole and immediate area. The materials and paint color of the cable chase and dog house shall be determined on a case-by-case basis.

B. Removal of Original Pole, Equipment and Pole Foundation

1. Removal of Original Signal Pole, Mast Arm, Signal Heads and Luminaire

- a. The City shall determine what original components, (e.g., original pole, mast arm, signal heads and luminaire, etc.) shall be delivered at no cost to the City, to the City’s Street Transportation Operations Yard by the wireless provider.
- b. If the City accepts some of the original components, then only those components shall be delivered by the wireless provider to the City’ Street Transportation Operations Yard and the remaining components shall be discarded by the wireless provider.

2. Removal of Original Streetlight or Traffic Signal Pole Foundation

The concrete pole foundation for the original streetlight or traffic signal pole shall be removed by the wireless provider as instructed by the City:

a. Partial Removal

The original pole foundation shall be taken back to a level that is twelve (12) inches below existing grade and covered with four (4) inches of one-half (1/2”) inch to three (3/4”) quarter inch rock materials. The remaining eight (8) inches shall be native soil.

b. Complete Removal

If the entire original pole foundation must be removed, then all materials (concrete, rebar, metals, bolts, etc.) shall be removed. The City's Inspector shall determine, on a case-by-case basis, the type of backfill material and compaction required – ranging from native soil that is compacted to a half (1/2) sack slurry for the entire depth, or a combination of native soil and slurry.

C. Antennas, RRH/RRU, Cables and Mounting on Pole:

1. General Requirement: All antennas shall be installed in a manner that minimizes the visual impact to the general public. All work shall be performed in a professional manner that is consistent with the highest standards of workmanship.

2. Specific Criteria:

a. Antenna Mounting Posts and Brackets

- i. All panel antennas shall be mounted directly to the pole or onto a mounting pole so that the distance from the "face" of the streetlight pole to the back of the antenna does not exceed nine (9) inches.
- ii. All mounting posts shall be trimmed so that the poles do not extend higher than the top of the antenna or protrude lower than the antenna unless necessary to install the shroud.
- iii. All pole attached wireless equipment must be a minimum ten (10) feet from the sidewalk elevation.

b. Panel Antennas

- i. All panel antennas for a small cell site shall fit within an imaginary enclosure of not more than six (6) cubic feet in volume in accordance with A.R.S. §9-591(19)(a). (NOTE: This volume does not include antenna cable shrouds when required.)
- ii. All panel antennas with exposed cables from the bottom of the antenna shall have a shroud installed on the antenna or antenna mounting posts to conceal the cables. (see Exhibits D1 and D2)
 - a. The type of shroud may be a forty-five (45) degree angle (away from the bottom of the antenna; toward the pole) or a ninety (90) degree angle (parallel to the bottom of the antenna) depending on the location of the site.
 - b. The shroud shall extend from the bottom of the antenna to two (2) inches below the bottom of the nearest hand-hole.

c. Canister Antennas

- i. All canister antennas shall fit within an imaginary enclosure of not more than six (6) cubic feet in volume. (Note: This volume does not include the canister as it is a stealth device and not the antenna.)
- ii. The canister shall be no larger than eighteen (18) inches in diameter (OD).
- iii. All canister antennas shall be located in a canister that is mounted to a base plate at the top of the vertical section of the replacement pole.
- iv. All cables protruding from the canister shall be concealed within the canister or by a shroud at the point where the canister is mounted to the base plate.

d. Remote Radio Heads (RRH) / Remote Radio Units (RRU)

Under State Law §9-591(19)(a), the RRH/RRU is not considered part of the antenna. If allowed, the RRH/RRU shall be calculated as part of "All other wireless equipment associated with this facility..." in A.R.S. §9-591(19)(b) that is subject to the twenty-eight (28) cubic feet maximum size for small cell sites.

- i. On a case-by-case basis, the City in its sole discretion and – upon reviewing the landscape in the immediate surrounding area, the location of the pole, and stealth options, may allow a site to have an RRH/RRU installed on the pole.

D. Ground-mounted Equipment:

1. General requirement: All ground-mounted equipment shall be installed in a manner that minimizes the visual and ingress/egress impact to the general public. All work shall be performed in a professional manner that is consistent with the highest standards of workmanship.
2. Specific criteria:
 - a. Intersection Sight Triangles, Clear View Zones:

All ground-based wireless equipment shall be installed in a location that does not impair or interfere with Intersection Sight Triangles and Driveway Clear View Zones.
 - b. All ground-based wireless equipment, including but not limited to equipment cabinets or power pedestals, shall be placed as far as practical to the back of the ROW while maintaining at least three (3) feet of ingress/egress in the ROW or public utility easement (PUE) around the equipment.
 - c. Ground Equipment Clearances—Underground Utilities
 - i. All ground-mounted electrical equipment shall maintain minimum horizontal clearance from below-ground utilities:
 - a. Clearance from water lines shall be at least six (6) feet.
 - b. Clearance from sewer lines shall be at least six (6) feet.
 - c. Clearance from telecommunications shall be at least one (1) foot.
 - d. Clearance from cable television lines shall be at least one (1) foot.
 - e. Clearance from all other underground infrastructure shall be at least six (6) feet.
 - ii. The City, in its sole discretion, may grant a variance upon approval from the City Engineer, from these horizontal separation distances on a case-by-case basis. The approval of a variance is dependent on factors specific to the site.
 - iii. In the case where there is an issue with horizontal separation from other underground utilities, the wireless provider may elect to work with the impacted utility to have its lines, pipes or property moved so that minimum clearance is achieved. All relocation work of City-owned or a privately-owned utility shall be at the sole expense of the wireless provider.
 - d. Ground Equipment Clearance – Sidewalks

The ground equipment shall maintain a minimum twelve (12) inch clearance distance from sidewalks. The City, in its sole discretion, may increase the minimum clearance on a case-by-case basis to ensure the safe use of the sidewalk and adjacent area.
 - e. Screening of Ground Equipment

The City, in its sole discretion, may require the ground-mounted wireless equipment to be screened or concealed to reduce the visual impact to the surrounding area. The screening or concealment shall take into account the location of the site, the use of the immediate area, and the existing aesthetic elements surrounding the site. The type of screening materials and design will be addressed on a case-by- case basis.

 - i. In cases when screening is not required, the City may specify the paint color of the ground-mounted equipment.
 - f. Decals and Labels
 - i. All equipment manufacturers’ decals, logos and other identification information shall be removed unless required for warranty purposes.
 - ii. The wireless provider of the site may place an “Emergency Contact” decal or emblem to the ground equipment.
 - iii. The ground-mounted equipment shall not have any flashing lights, sirens or regular noise other than a cooling fan that may run intermittently.
 - g. Equipment Cabinets on Residential Property
 - i. Residential Single-Family Lot

The Wireless Equipment and Ancillary Equipment listed in A.R.S. §9-591(19)(b) shall not exceed thirty-six (36) inches in height in the front yard of a residential single-family zoned property.

ii. Air-conditioning Units

Unless otherwise specified by City, a wireless equipment cabinet with air-conditioning (not a fan only) shall be enclosed by walls and setback a minimum of fifteen (15) feet from lots where the existing or planned primary use is a residential single-family dwelling.

h. Electric Company Meter

- i. All electric company meters shall be installed in the ROW or PUE. The location of the meter equipment shall have minimum ingress and egress clearance from private property lines and driveways.
- ii. All electric company meters shall maintain minimum clearance from above-ground utility cabinets and below-ground utilities.
- iii. All electric company meters shall be installed in a location that does not impair or interfere with the City's Intersection Sight Triangles and Clear View Zones safety requirements.
- iv. The electric company meters shall be screened or contained within a "Myers-type" or "Milbank-type" pedestal cabinet that is painted to match the ground equipment or as specified by the City. (see Exhibit E)
- v. In the case where screening is not required, the City may specify the paint color of the electric company meter cabinet on a case-by-case basis.

E. Location Restrictions:

1. Jurisdictional Right of Way: Within the City of Flagstaff there are several streets that are under the jurisdiction of the Arizona Department of Transportation. The City of Flagstaff is not authorized to permit new SWF within these Right's of Way.
2. Flood Plain: The City of Flagstaff recognizes wireless communication infrastructure as a Risk Category IV facility as described in FEMA P-942 Appendix I Definitions of Critical Facilities and Risk Categories. In accordance with City Code Section 12-01-001-0006.8 Miscellaneous Provisions: J. No new critical facility shall be constructed within the 100 or 500-year floodplain.
3. Should a new pole be placed adjacent to a street identified in the City of Flagstaff's Regional Plan, the ultimate street section shall be considered. To the extent possible the pole and equipment shall be placed two (2) feet behind the ultimate location of the sidewalk for that street section to reduce the possibility of a future relocation when the street is built out.

F. Application Requirements:

1. Application Submittal: Wireless Providers seeking to obtain a Site License for the collocation of Wireless Facilities in City ROW must submit a Site License Application to the City in the form prescribed by the City. The Site License Application must include a Site Plan for each proposed collocation site, traffic control plan, other necessary construction details, and any other items identified on the Site License Application form. Once the Site License Application is deemed complete, reviewed, and approved by the City, a Site License will be issued.
2. Compliance with FCC Requirements: Concurrently with submittal of a Site License Application, the Wireless Provider shall provide attestation of compliance with all Federal Communication Commission Radio Frequency Emission requirements.
3. Notice to Nearby Property Owners: Prior to any Site License Application being approved, the Wireless Provider must provide notice to all property owners and the residents of any residential property located within three hundred feet (300') of each proposed Wireless Facility collocation site. Such notice shall be by U.S. mail and shall include the project location, address, general description, equipment dimensions, Wireless Provider contact information, and a construction schedule. The Wireless Provider shall provide the City with a copy of the notification, a list of property owners to whom the notification was sent, and an attestation of mailing. If any concerns are raised by the neighboring property owners or residents relating to the proposed Wireless Facility, the Wireless Provider shall respond to and, if possible, resolve those concerns promptly, prior to approval of the Site License.

III

STANDARD DESIGN REQUIREMENTS SMALL WIRELESS FACILITY ON EXISTING STREETLIGHT

The following design standards shall apply, in addition to the Common Standards Design Concepts, Requirements and Details included in this document, to a Small Wireless Facility (SWF) proposed for a location with an existing City-owned or third party-owned streetlight in the City of Flagstaff Right-Of-Way (ROW). These design standards are not exhaustive and the City, as the owner, keeper and manager of the ROW, retains the right to modify or adjust the requirements on a case-by-case basis.

A. Pole Criteria:

1. Purpose of Streetlight Pole: The primary purpose of the pole shall remain as a pole structure supporting a streetlight luminaire and related streetlight fixtures used to provide lighting to the City ROW. The attachment of wireless equipment to an existing streetlight pole or to a replacement pole that impedes this primary purpose will not be approved.
2. General Requirement:
 - a. A SWF shall be designed to blend in with the surrounding streetscape with minimal to any visual impact.
 - b. The City of Flagstaff Engineering Standard for streetlights is a direct bury pole which was not designed to accommodate additional equipment. Each SWF located on an existing streetlight must be replaced with a new pole and foundation that accommodates the structural needs of the streetlight and SWF equipment.
 - c. Any SWF to be located on an existing streetlight that does not meet these standards, or the Engineering Standards, must be brought into compliance with current standards.
 - d. A replacement pole shall match the City of Flagstaff standard streetlight pole, as closely as possible, subject to more specific criteria below.
 - e. For each individual pole type or style used to support the wireless equipment, one spare replacement pole shall be provided by the wireless provider to City in advance so the pole can be replaced promptly in case of a knockdown
 - f. All plans shall be signed and sealed by a Professional Engineer.
 - g. All other details in the City of Flagstaff Engineering Standards Section 13-12
3. Specific Criteria:
 - a. New or Replacement Pole Height
A new or replacement pole may be installed without zoning review if one of the two height requirements is met:
 - i. Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less), in accordance with A.R.S. §9-592(I); or
 - ii. Up to forty (40) feet above ground level, in accordance with A.R.S. §9-592(J)
 - b. Overall Height of Replacement Pole
 - i. The “base” height of an existing streetlight pole shall be the height of the vertical pole section from the existing grade. The height of the luminaire mast arm, if higher than the vertical pole section, shall not be used to determine the new overall height of the replacement pole.
 - ii. If the antennas are the highest vertical element of the site, then the new overall height of the replacement pole is measured from the existing grade to the top of the canister, top of the omni-directional antenna, or the top of the panel antenna
 - c. Increase in Outside Diameter (OD) of Pole
The non-tapered replacement pole outside diameter (OD) of the base section shall be equal to the top section, and the OD shall not exceed eight and five-eighths (8-5/8) inches (the pole

manufacturing industry standard OD for an 8 inch diameter pole) or a 100% increase in diameter of the original pole, whichever is less

d. Luminaire Mast Arms

- i. All luminaire mast arms shall be the same length as the original luminaire arm, unless the City requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.
- ii. Unless otherwise approved, all luminaire mast arms shall match the arc (if applicable) and style of the original luminaire arm.
- iii. The replacement luminaire mast arm shall be at the same height above the ground as the existing luminaire.

e. Luminaire Fixtures

- i. All replacement poles shall have the City standard light fixture installed in accordance with City of Flagstaff Engineering Standards Section 13-12
- ii. All replacement light fixtures shall have a new photo-cell or sensor installed to City standard.

f. Pole Foundation

- i. All pole foundations shall conform to the City's adopted standards and specifications on streetlight design and shall be modified for wireless communications equipment and cables.
- ii. The City, in its sole discretion, may allow the pole foundation design to be "worst case" for all soil conditions.
- iii. A separate, one-inch diameter conduit shall be installed in the pole foundation for the City's luminaire wire and any additional City wires or cables. The City's conduit shall be trimmed to three (3) inches above the top of the pole foundation.
- iv. The height of the pole foundation shall be two (2) inches above finished grade. If the pole foundation encroaches into any portion of the sidewalk, then the pole foundation shall be flush with the sidewalk.
- v. Shrouds for the streetlight pole mounting bolts may be required for the replacement pole

g. Painting of Replacement Pole, Luminaire, Antennas and Mounting Equipment

- i. Replacement poles shall be painted and galvanized in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003.
- ii. Luminaire, associated fixtures, and housings shall be painted in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003.
- iii. Antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and other equipment mounted shall be painted to match the luminaire, associated fixtures and housings in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003.

h. Wireless provider shall install pole numbers on each replacement pole (to match the number on the existing streetlight pole being replaced) when a pole number exists.

IV

STANDARD DESIGN REQUIREMENTS SMALL WIRELESS FACILITY ON EXISTING TRAFFIC SIGNAL POLE

The following design standards shall apply, in addition to the Common Standards Design Concepts, Requirements and Details included in this document, to a Small Wireless Facility (SWF) proposed for a location with an existing City-owned traffic signal in the City of Flagstaff Right-Of-Way (ROW). These design standards are not exhaustive and the City, as the owner and manager of the ROW retains the right to modify or adjust the requirements on a case-by-case basis.

A. Pole Criteria:

1. Purpose of Traffic Signal Pole: The primary purpose of the traffic signal pole shall remain as a pole structure supporting a traffic signal and related streetlight fixtures (including a street sign) used to provide traffic control and lighting to the City ROW. The attachment of wireless equipment to a new or replacement traffic signal pole that impedes this primary purpose will not be approved.
2. General Requirement:
 - a. A SWF shall be designed to blend in with the surrounding streetscape with minimal to any visual impact.
 - b. A replacement pole shall match the City of Flagstaff standard traffic signal pole, as closely as possible, subject to more specific criteria below.
 - c. For each individual pole type or style used to support the wireless equipment, one spare replacement pole shall be provided by the wireless provider to the City in advance so the pole can be replaced promptly in case of a knockdown.
 - d. All plans shall be signed and sealed by a Professional Engineer.
 - e. All other details in the City of Flagstaff Engineering Standards Section 13-16 shall apply.
3. Specific Criteria:
 - a. New or Replacement Pole Height
A new or replacement pole may be installed without zoning review if one of the two height requirements is met:
 - i. Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less), in accordance with A.R.S. §9-592(I); or
 - ii. Up to forty (40) feet above ground level, in accordance with A.R.S. §9-592(J).
 - b. Overall Height of Replacement Pole
The height of the replacement pole is measured from grade to the top of the antenna canister or the top of the panel antennas if the antennas are the highest elements.
 - c. Increase in Outside Diameter (OD) of Pole
 - i. If the replacement pole is a taper design, the diameter of the base section of the replacement pole OD shall not exceed twelve (12) inches or a 100% increase in the OD of the base section, whichever is less.
 - ii. If the replacement pole is non-tapered, then the diameter of the base section shall be equal to the top section and the OD shall not exceed twelve (12) inches or a 100% increase, whichever is less.
 - d. Signal Head Mast Arms
 - i. The traffic signal head mast arms shall be the same length as the original signal head mast arm unless the City requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.
 - ii. All signal head mast arms shall match the arc (if applicable) and style of the original signal head mast arm.

- e. Luminaire Mast Arms
 - i. All luminaire mast arms shall be the same length as the original luminaire arm unless the City requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.
 - ii. All luminaire mast arms shall match the arc (if applicable) and style of the original luminaire arm.
- f. Signal Heads
 - i. All existing signal heads shall be replaced, at no cost to City, with new light-emitting diode (LED) signal heads in accordance with City of Flagstaff Engineering Standards Section 13-16-003-0007.
 - ii. All signal heads shall be from the City of Flagstaff approved list of traffic signal components and products maintained by the City Traffic Engineer in accordance with City of Flagstaff Engineering Standards Section 13-16-003-0001.
- g. Luminaire Fixtures
 - i. All replacement poles shall have the City standard light fixture in accordance with City of Flagstaff Engineering Standards Section 13-12
 - ii. All replacement light fixture shall have a new photo-cell or sensor installed to City standard.
- h. Other City Elements on Signal Mast Arm or Pole

All existing emergency signal detection units, video detection cameras, video cameras, cross walk service buttons, cross walk signals, and any other pedestrian or traffic devices shall be replaced with new units by wireless provider and installed at no cost to the City. All equipment shall be procured from a list of City approved suppliers.
- i. Signs and Other Misc.

All street name plates or signs, directional signs and any other City approved signs shall be replaced with new signs at no cost to the City. All signs and attachments shall be procured from a list of City approved suppliers.
- j. Traffic Signal Pole Foundation
 - i. All pole foundations shall conform to the City's standards and specifications on traffic signal pole design and shall be modified for wireless communications equipment, hand holes and cables.
 - ii. The wireless provider shall install a four (4) inch diameter (OD) conduit in the pole foundation for the City's cables and wires for the signal heads, luminaire and devices on the signal mast arm and luminaire mast arm. The City's conduit shall be trimmed to three (3) inches above the top of the pole foundation.
 - iii. In addition to the conduits for the City's use inside the pole, the wireless provider shall install one of the two options for its cables and wires:
 - a. One, six (6) inch diameter (OD) conduit in the pole foundation; or
 - b. Two, four (4) inch diameter (OD) conduits in the pole foundation. The length of the conduit shall extend from the pole foundation to six (6) inches above the signal head mast arm.
 - iv. Pole Foundation – Height Above Ground Level
 - a. If the pole foundation is in a landscaped or unimproved area, the height of the caisson shall be two (2) inches above finished grade. However, if the pole foundation is adjacent to or within a sidewalk or ramp, the height of the pole foundation shall be flush with the surface of the immediate area.

- b. Shrouds for the traffic signal pole mounting bolts may be required for the replacement pole.

- k. Painting of Pole, Antennas and Mounting Equipment

- i. Traffic signal poles and equipment shall be painted and galvanized in accordance with City of Flagstaff Engineering Standards Section 13-16-003-0009.
- ii. Luminaire, associated fixtures, and housings shall be painted in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003.
- iii. Antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and other equipment mounted shall be painted to match the luminaire, associated fixtures and housings in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003

- l. Construction of Traffic Signal

The installation work of the replacement traffic signal pole, including mast arms, signal heads and devices, must be performed in accordance with City of Flagstaff Engineering Standards Section 13-16-004.

V
**STANDARD DESIGN REQUIREMENTS SMALL WIRELESS FACILITY ON EXISTING THIRD PARTY UTILITY
POLE**

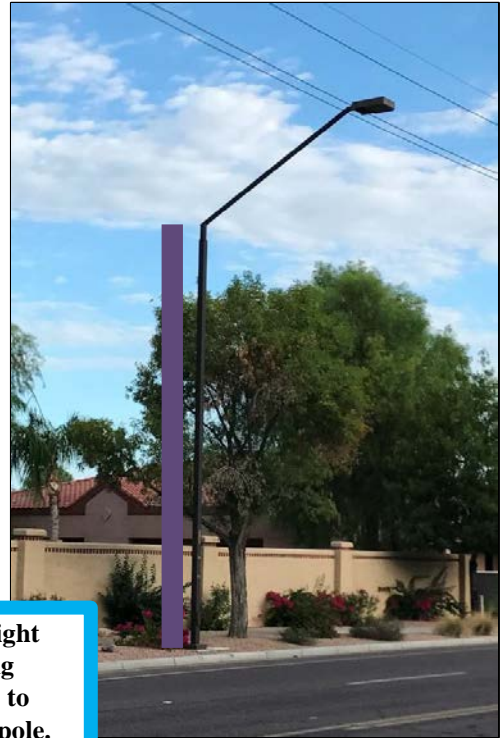
The following design standards shall apply, in addition to the Common Standards Design Concepts, Requirements and Details included in this document, to a Small Wireless Facility (SWF) proposed for a location with an existing third party-owned utility pole in the City of Flagstaff Right-Of-Way (ROW). These design standards are not exhaustive and the City, as the owner, keeper and manager of the ROW retains the right to modify or adjust the requirements on a case-by-case basis.

A. Pole Criteria:

1. Purpose of Utility Pole: The primary purpose of the pole shall remain as a pole structure supporting a cables and wires used to provide communications services and electric distribution in the City ROW. The attachment of wireless equipment to an existing third party-owned utility pole that impedes this primary purpose will not be approved.
2. General Requirement:
 - a. A SWF shall be designed to blend in with the surrounding streetscape with minimal to any visual impact.
 - b. A SWF mounted on an existing third party-owned utility pole is subject to more specific criteria below.
 - c. Each existing pole used to support the wireless equipment; the pole shall be inspected, tested, and approved by a licensed structural engineer to be able to have the additional weight and wind-loading placed upon it within industry accepted safety margins.
 - d. All plans shall be signed and sealed by a Professional Engineer.
3. Specific Criteria:
 - a. Replacement Pole Height
A replacement pole may be installed without zoning review if one of the two height requirements is met:
 - i. Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less), in accordance with A.R.S. §9-592(I); or
 - ii. Up to forty (40) feet above ground level, in accordance with A.R.S. §9-592(J).
 - b. Overall Height of Replacement Utility Pole
 - i. The “base” height of an existing utility pole shall be the height of the vertical pole section from the existing grade.
 - ii. If the antennas are the highest vertical element of the site, then the new overall height of the replacement pole is measured from the existing grade to the top of the canister or the top of the panel antenna.
 - c. Use of Existing Pole – Wood
 - i. An existing wood pole used for a SWF shall have the antennas contained within an eighteen (18) inch (OD) canister mounted at the top of the pole.
 - ii. Unless otherwise approved, the cables and wires from the base of the pole to the antennas shall be installed in a conduit or cable chase outside of the pole, facing away from the street or away from on-coming traffic.
 - iii. If a “dog house” (see Exhibit C) is required as a transition point connecting the underground cables and wires from the ground mounted equipment to the pole, the City shall provide the maximum size, dimension and shape of the dog house on a case-by-case basis.

- d. Use of Existing Pole – Metal
 - i. An existing metal pole used for a SWF shall have the antennas contained within an eighteen (18) inch (OD) canister mounted at the top of the pole.
 - ii. Panel antennas on a metal pole shall have the same “RAD center” (center of radiation) so the antennas will be at the same height on the pole.
 - iii. The cables and wires from the base of the pole to the antennas shall be installed in a conduit or cable chase on the outside of the pole, facing away from the street or away from on-coming traffic.
 - iv. If a “dog house” (see Exhibit C) is required as a transition point connecting the underground cables and wires from the ground mounted equipment to the pole, the City shall provide the maximum size, dimension and shape of the dog house on a case-by-case basis.
- e. Painting of Pole and Dog House
 - i. If the replacement pole is an unpainted galvanized pole, the pole shall not be painted or have a finish unless otherwise specified by the City.
 - ii. If the existing or replacement pole includes a dog house for the transition of the cables and wires to the pole, the dog house shall be painted the same color as the pole or a color specified by the City.
- f. Painting Antennas and Mounting Equipment
 - i. All antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and other equipment mounted on a new or replacement pole shall be painted in accordance with City of Flagstaff Engineering Standards Section 13-12-005-0003 with a color that matches the new pole.
 - ii. If the antenna is mounted on a wood pole, the color of the antenna, antenna canister, mounting brackets and posts, shrouds and cable chases shall be painted a color specified by the City that will closely match the color of the wood.

EXHIBIT A1
CALCULATION POINTS FOR HEIGHT OF AN EXISTING STREETLIGHT WITH SEPARATE LUMINAIRE MAST ARM



The purple line next to the streetlight depicts the section of the existing streetlight pole that shall be used to calculate the height of the existing pole. The lines are not to scale and are solely used for illustrative purposes.



EXHIBIT A2
CALCULATION POINTS FOR HEIGHT OF AN EXISTING STREETLIGHT WITH INTEGRATED LUMINAIRE MAST ARM



The "Connection Point" on an Existing Telescopic Style Streetlight Pole with an Integrated Luminaire Mast Arm



The Top and Bottom Points on a Telescopic Streetlight Pole to Calculate the Vertical Height of the Existing Streetlight Pole
PLUS
Twenty-four (24) inches

EXHIBIT B
CALCULATION POINTS FOR HEIGHT OF AN EXISTING TRAFFIC SIGNAL POLE



The Top and Bottom Points
on a Traffic Signal Pole to
Calculate the Base Vertical
Height of the Existing Pole

EXHIBIT C
DOG HOUSE – CABLE TRANSITION FROM UNDERGROUND TO ELECTRIC UTILITY POLE

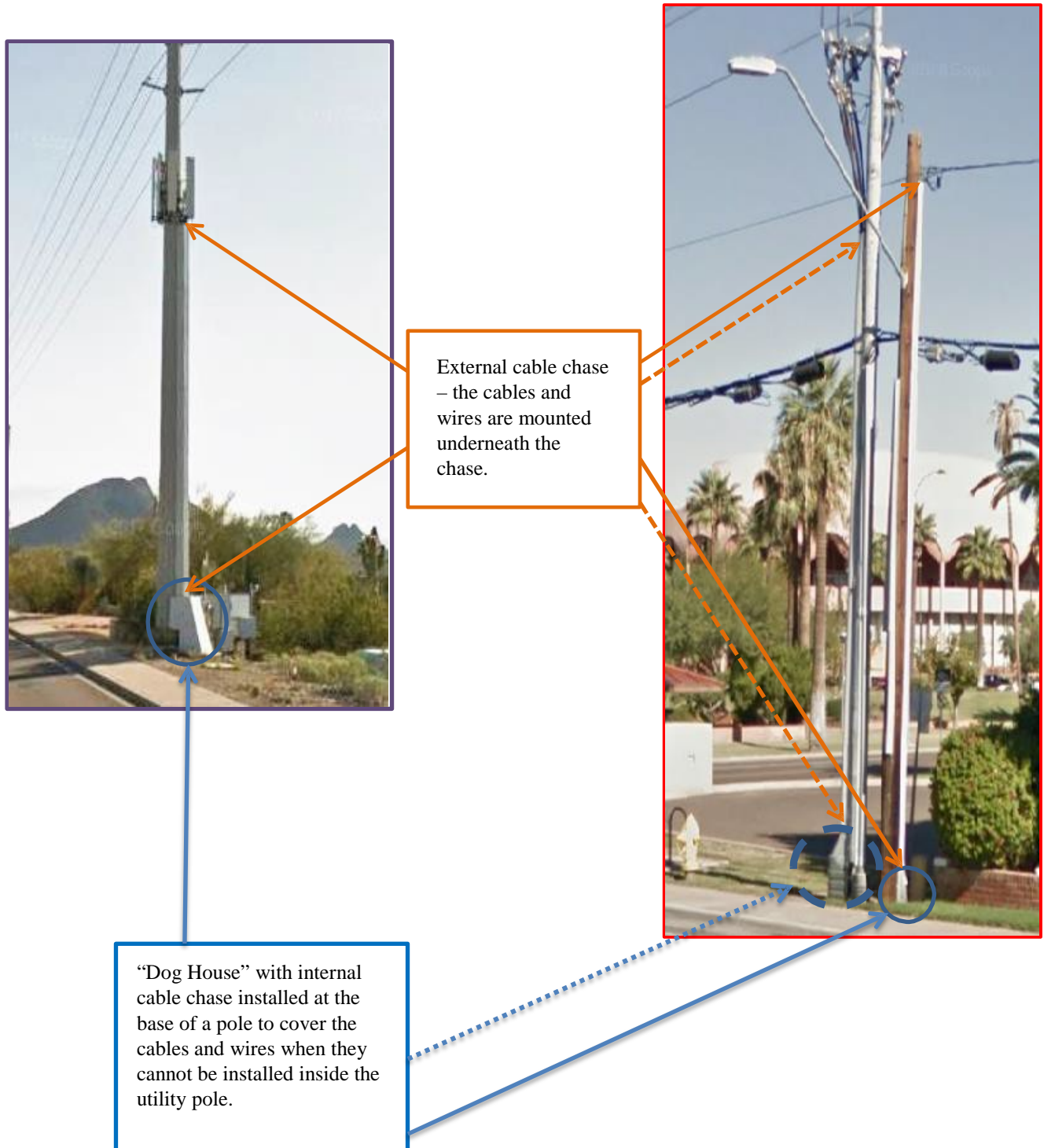


EXHIBIT D1
ANTENNA SHROUDS - 45



EXHIBIT D2
ANTENNA SHROUDS - 90



EXHIBIT E
EXAMPLES OF ELECTRICAL METER PEDESTALS – “MYERS” OR “MIL BANK”



ORDINANCE NO. 2018-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING TITLE 8 OF THE FLAGSTAFF CITY CODE, *PUBLIC WAYS AND PROPERTY*, TO AMEND CHAPTER 8-09, *UTILITY POLES AND WIRES*, RELATING TO WIRELESS FACILITIES IN THE RIGHT-OF-WAY; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council desires to amend the City Code to comply with a new state law, Arizona Revised Statutes § 9-591 et seq., relating to the installation and operation of wireless facilities and poles in the right-of-way; and

WHEREAS, wireless facilities enable the delivery of wireless telecommunications and internet services used by the community.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Code, Title 8, *Public Ways and Property*, Chapter 8-09, *Utility Poles and Wires*, is amended as follows (deletions shown as stricken, and new text is shown as capitalized and underlined):

CHAPTER 8-09 UTILITY POLES AND WIRES

SECTIONS:

<u>8-09-001-0001</u>	DEFINITIONS:
<u>8-09-001-0002</u>	REGULATION OF ERECTION OF NEW UTILITY POLES AND WIRES:
<u>8-09-001-0003</u>	UNDERGROUNDING AND COLLOCATION; WAIVER; EXEMPTIONS:
<u>8-09-001-0004</u>	PROCEDURE FOR SECURING APPLICATION FOR PERMITS:
	PREScribing STANDARDS FOR <u>WAIVER OF UNDERGROUNDING</u>
	ISSUANCE OF PERMITS:
<u>8-09-001-0005</u>	DENIAL OF PERMIT; APPEAL PROCEDURE:
<u>8-09-001-0006</u>	EXEMPTION: <u>WIRELESS FACILITIES:</u>

8-09-001-0001 DEFINITIONS:

As used in this Chapter: TERMS WILL BE DEFINED AS FOLLOWS AND/OR AS DEFINED IN A.R.S. § 9-591.

COLLOCATE OR COLLOCATION MEANS TO INSTALL, MOUNT, MAINTAIN, MODIFY, OPERATE OR REPLACE WIRELESS FACILITIES ON, OR WITHIN OR ADJACENT TO A WIRELESS SUPPORT STRUCTURE OR UTILITY POLE. (COLLOCATED IS INTENDED TO MEAN MORE THAN ONE USER OR SHARED USE OF A FACILITY.)

A.DISTRIBUTION FEEDER is that portion of the distribution system feeding from a distribution substation to a specific load area and having a capacity of over three thousand (3,000) kva.

D-EXISTING UTILITY POLES AND WIRES shall mean such poles and wires and other facilities as are in place and in operation as of the effective date of this Chapter and including repairs, replacements, relocations on the same general alignment, additions, installation of services from existing lines or betterments, changes, improvements hereinafter made to maintain or increase service capabilities of existing utility poles, wires, service drops and other facilities, but shall not include extensions made to existing distribution lines.

MONOPOLE MEANS A WIRELESS SUPPORT STRUCTURE THAT IS NOT MORE THAN FORTY INCHES IN DIAMETER AT THE GROUND LEVEL AND THAT HAS ALL OF THE WIRELESS FACILITIES MOUNTED ON THE POLE OR CONTAINED INSIDE OF THE POLE.

SMALL WIRELESS FACILITY MEANS A WIRELESS FACILITY THAT MEETS BOTH OF THE FOLLOWING QUALIFICATIONS:

- (A) ALL ANTENNAS ARE LOCATED INSIDE AN ENCLOSURE OF NOT MORE THAN SIX CUBIC FEET IN VOLUME OR, IN THE CASE OF AN ANTENNA THAT HAS EXPOSED ELEMENTS, THE ANTENNA AND ALL OF THE ANTENNA'S EXPOSED ELEMENTS COULD FIT WITHIN AN IMAGINARY ENCLOSURE OF NOT MORE THAN SIX CUBIC FEET IN VOLUME.
- (B) ALL OTHER WIRELESS EQUIPMENT ASSOCIATED WITH THE FACILITY IS CUMULATIVELY NOT MORE THAN TWENTY-EIGHT CUBIC FEET IN VOLUME OR FIFTY CUBIC FEET IN VOLUME IF THE EQUIPMENT WAS GROUND MOUNTED PRIOR TO FEBRUARY 9, 2018. THE FOLLOWING TYPES OF ASSOCIATED ANCILLARY EQUIPMENT ARE NOT INCLUDED IN THE CALCULATION OF EQUIPMENT VOLUME: AN ELECTRIC METER; CONCEALMENT ELEMENTS; A TELECOMMUNICATIONS DEMARCATION BOX; GROUNDING EQUIPMENT; A POWER TRANSFER SWITCH; A CUTOFF SWITCH; VERTICAL CABLE RUNS FOR THE CONNECTION OF POWER AND OTHER SERVICES.

B-TRANSMISSION LINE is an electric line used for the bulk transmission of electricity between generating or receiving points and major substations or delivery points, and having a rating of over twenty five thousand (25,000) volts.

C-UTILITY POLES AND WIRES shall mean poles and structures and the wires, cables, transformers and all other facilities installed upon them used in or as a part of the distribution or transmission of electricity or in the transmission of telephone, telegraph, radio or television communications. A UTILITY POLE INCLUDES A CITY STREETLIGHT POLE OR TRAFFIC SIGNAL POLE. A UTILITY POLE DOES NOT INCLUDE A MONOPOLE.

WIRELESS FACILITY MEANS (A) EQUIPMENT AT A FIXED LOCATION THAT ENABLES WIRELESS COMMUNICATIONS BETWEEN USER EQUIPMENT AND A COMMUNICATIONS NETWORK INCLUDING BOTH OF THE FOLLOWING: (i) EQUIPMENT ASSOCIATED WITH WIRELESS COMMUNICATIONS; (ii) RADIO TRANSCEIVERS, ANTENNAS, COAXIAL OR FIBER-OPTIC CABLES, REGULAR AND BACKUP POWER SUPPLIES AND COMPARABLE EQUIPMENT, REGARDLESS OF TECHNOLOGICAL CONFIGURATION. (B) INCLUDES SMALL WIRELESS FACILITIES. (C) DOES NOT INCLUDE THE STRUCTURE OR IMPROVEMENTS ON, UNDER OR WITHIN WHICH THE EQUIPMENT IS COLLOCATED, WIRELINE BACKHAUL FACILITIES, COAXIAL OR FIBER-OPTIC CABLE THAT IS

OTHERWISE NOT IMMEDIATELY ADJACENT TO, OR DIRECTLY ASSOCIATED WITH, AN ANTENNA. (D) DOES NOT INCLUDE WI-FI RADIO EQUIPMENT DESCRIBED IN A.R.S. § 9-506(I) OR MICROCELL EQUIPMENT DESCRIBED IN A.R.S. § 9-584(E).

WIRELESS PROVIDER MEANS A CABLE OPERATOR, WIRELESS INFRASTRUCTURE PROVIDER OR WIRELESS SERVICES PROVIDER.

WIRELESS SUPPORT STRUCTURE MEANS A FREESTANDING STRUCTURE, SUCH AS A MONOPOLE; A TOWER, EITHER GUYED OR SELF-SUPPORTING; A SIGN OR BILLBOARD; ANY OTHER EXISTING OR PROPOSED STRUCTURE DESIGNED TO SUPPORT OR CAPABLE OF SUPPORTING SMALL WIRELESS FACILITIES; BUT DOES NOT INCLUDE A UTILITY POLE.

8-09-001-0002 REGULATION OF ERECTION OF NEW UTILITY POLES AND WIRES UNDERGROUNDING AND COLLOCATION; WAIVER; EXEMPTIONS:

A. THE CITY POLICY IS TO ENCOURAGE UNDERGROUNDING AND COLLOCATION OF FACILITIES ON EXISTING UTILITY POLES IN THE RIGHT-OF-WAY.

~~After the effective date of this Chapter,~~

B. ~~No new NEW~~ utility poles and wires OR MONOPOLES shall MAY be erected in the City RIGHT- OF-WAY above the surface of the ground ~~unless a permit~~ IF A WAIVER is first secured ~~therefor~~ from the City Engineer OR AN EXEMPTION APPLIES; ~~except that the following construction may be installed without such a permit:~~

C. EXEMPTIONS:

THE FOLLOWING USES ARE EXEMPT FROM UNDERGROUNDING BUT REQUIRE A PERMIT ISSUED BY THE CITY ENGINEER:

A.1. Transmission lines and distribution feeder lines, together with related switchyards, substations and related equipment.

B.2. Pad-mounted transformers or pull boxes, service terminals, pedestal-type telephone terminals, telephone splice closures or similar on-the-ground facilities normally used in connection with and as part of underground electric distribution, telephone, telegraph or television system, or on-the-ground facilities attached to existing overhead facilities and which are used for the purpose of connecting an underground system with the existing facilities.

C.3. Temporary service facilities, such as facilities to furnish emergency service during an outage, facilities to provide service to construction sites, or other service of a limited duration, such as to a fair, carnival, outdoor exhibit or other function where the facilities will be installed for a temporary period only.

4. THOSE PARTS OF THE SINGLE-FAMILY RESIDENTIAL-RURAL ZONING DISTRICT (R-R) THAT BECAUSE OF DISTANCES AND COST CONSIDERATIONS, AND IN THE OPINION OF THE CITY ENGINEER WOULD CAUSE UNDUE HARDSHIP AND ECONOMIC BURDEN TO DEVELOP.

5. CITY STREETLIGHT AND TRAFFIC SIGNAL POLES ERECTED SOLELY FOR CITY USE (NO COLLOCATION ELEMENT).

8-09-01-03 PROCEDURE FOR SECURING APPLICATION FOR PERMITS:

- A. Any person ~~showing due cause and seeking a permit for the erection of~~ SEEKING TO CONSTRUCT any new, MODIFIED OR REPLACEMENT utility poles and wires OR MONOPOLES within the City boundaries and above the surface of the ground shall first make application ~~therefor~~ to the City Engineer.
- B. ~~THE~~ which application shall be ~~approved or denied~~ REVIEWED within thirty (30) days. IF THE APPLICATION IS DEFICIENT, THE CITY ENGINEER WILL NOTE ANY DEFICIENCIES AND THE APPLICANT WILL HAVE THIRTY (30) DAYS TO CURE THE SAME. AN APPLICATION WILL BE APPROVED OR DENIED WITHIN THE TIME SPECIFIED IN THE APPLICATION FORM UNLESS THE PARTIES AGREE IN WRITING TO AN EXTENSION OF TIME.
- C. IF THE APPLICANT SEEKS A WAIVER FROM UNDERGROUNDING, THE CITY ENGINEER'S REVIEW OF THE APPLICATION WILL INCLUDE CONSIDERATION OF THE STANDARDS FOR WAIVER.
- D. IF THE APPLICANT SEEKS A PERMIT FOR THE, INSTALLATION, MAINTENANCE, MODIFICATION, OPERATION OR REPLACEMENT OF A MONOPOLE OR ASSOCIATED WIRELESS FACILITY, OR OTHER FACILITY SUBJECT TO ZONING REVIEW UNDER SECTION 8-09-001-0006(H) IN A RIGHT-OF-WAY, THE APPLICANT SHALL FIRST APPLY TO THE CITY ENGINEER FOR A PERMIT, WHICH PERMIT MAY BE ISSUED SUBJECT TO ZONING APPROVAL.

8-09-001-0004 PREScribing STANDARDS FOR ISSUANCE OF PERMITS WAIVER OF UNDERGROUNDING:

A permit for the erection of new utility poles and wires OR MONOPOLES may be granted only in the event the applicant makes an affirmative showing that the public's general health, safety and welfare and that of adjacent property owners will not be impaired or endangered or jeopardized by the erection as proposed. In deciding such matter, the following factors shall be considered:

The location and heights of such poles and wires and their relation to present or potential future roads, SIDEWALKS, BICYCLE LANES AND THE FLAGSTAFF URBAN TRAIL SYSTEM; ANY REASONABLE SPACING REQUIREMENTS ESTABLISHED BY THE CITY ENGINEER FOR POLES IN THE RIGHT OF WAY; UTILITY CLEARANCES AND AMERICANS WITH DISABILITIES ACT CLEARANCES; ACCESS TO OR USE OF ADJACENT PROPERTY; the crossing of such lines over much travelled highways or streets; the proximity of such lines to schools, churches or other places where people congregate; the probability of extensive flying in the area where such poles and wires are proposed to be located and the proximity to existing or proposed airfields; fire or other accident hazards from the presence of such poles and wires and the effect, if any, of same upon the effectiveness of fire fighting equipment; the aesthetics involved; the future conditions that may be reasonably anticipated in the area in view of a normal course of development; THE FEASIBILITY OF COLLOCATION ON AN EXISTING POLE OR STRUCTURE WITHIN 300 FEET; ZONING COMPLIANCE; ~~the practicality and feasibility of~~ underground installation of such facilities with due regard for the comparative costs between underground and overground installations; provided, however, that a mere showing that an underground installation shall cost more than an overground installation shall not in itself necessarily require issuance of a permit.

8-09-001-0005 DENIAL OF PERMIT; APPEAL PROCEDURE:

In the event the permit is denied, the applicant may appeal the decision of the City Engineer by presenting his objections in writing to the City Engineer with a copy to the City Clerk within ten (10) days of the City Engineer's denial. The City Engineer may grant the permit within five (5) days or shall submit the appeal together with a written report of his recommendations to the City Council within twenty (20) days of the date of receipt of the appeal. The Council may hear arguments and shall decide the matter.

8-09-001-0006 WIRELESS FACILITIES:

- A. THE PURPOSE OF THIS SECTION IS TO COMPLY WITH A.R.S. § 9-591 ET SEQ.
- B. THE CITY ENGINEER OR HIS OR HER DESIGNEE IS AUTHORIZED TO EXCUTE MASTER LICENSES FOR USE OF THE RIGHT-OF-WAY AND TO ISSUE SMALL WIRELESS FACILITIES SITE PERMITS ON BEHALF OF THE CITY.
- C. A FORM OF MASTER LICENSE AND TERMS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, MODIFICATION, OPERATION AND REPLACEMENT OF UTILITY POLES AND WIRELESS SUPPORT STRUCTURES IN THE RIGHT OF WAY SHALL BE MADE PUBLICLY AVAILABLE AND ADOPTED BY RESOLUTION OF THE CITY COUNCIL. IF A WIRELESS PROVIDER REQUEST DIFFERENT THAN THOSE ADOPTED THEREIN, THE CITY ENGINEER IN CONSULTATION WITH THE CITY ATTORNEY OR HIS OR HER DESIGNEE MAY AUTHORIZE MINOR DEVIATIONS UPON A SHOWING OF GOOD CAUSE, OR MAY REFER THE REQUEST TO COUNCIL FOR CONSIDERATION.
- D. THE STANDARD DESIGN REQUIREMENTS FOR WIRELESS FACILITIES IN THE RIGHT OF WAY SHALL BE AS DETERMINED BY THE CITY ENGINEER AND SHALL INCLUDE DESIGN STANDARDS AND CONCEALMENT ELEMENTS FOR WIRELESS FACILITIES, POLES AND SUPPORT STRUCTURES. THE STANDARD DESIGN REQUIREMENTS SHALL BE MADE PUBLICLY AVAILABLE AND SHALL BE ADOPTED BY RESOLUTION OF THE CITY COUNCIL.
- E. A PERMIT IS REQUIRED FOR EACH WIRELESS FACILITY SITE IN THE RIGHT OF WAY AND EACH PERMIT WILL BE SUBJECT TO THE MASTER LICENSE.
- F. FEES RELATED TO USE OF THE RIGHT OF WAY FOR WIRELESS FACILITIES SHALL BE ADOPTED BY RESOLUTION OF THE CITY COUNCIL.
- G. NO ZONING APPROVAL. PURSUANT TO A.R.S. § 9-593(C), (I) AND (K) SMALL WIRELESS FACILITIES THAT ARE COLLOCATED GENERALLY MAY BE LOCATED WITHIN RIGHT-OF-WAY WITHOUT ZONING APPROVAL:
 - 1. A NEW, REPLACEMENT OR MODIFIED UTILITY POLE ASSOCIATED WITH THE COLLOCATION OF SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY IS NOT SUBJECT TO ZONING REVIEW AND APPROVAL, SO LONG AS THE UTILITY POLE DOES NOT EXCEED 10 FEET IN HEIGHT ABOVE THE TALLEST EXISTING UTILITY POLE LOCATED WITHIN 500 FEET AND DOES NOT EXCEED 50 FEET IN HEIGHT, OR THE POLE DOES NOT EXCEED 40 FEET IN HEIGHT;

2. NEW SMALL WIRELESS FACILITIES COLLOCATED ON A UTILITY POLE OR WIRELESS SUPPORT STRUCTURE IN THE RIGHT-OF-WAY ARE NOT SUBJECT TO ZONING REVIEW AND APPROVAL, SO LONG AS THE FACILITIES DO NOT EXTEND MORE THAN 10 FEET ABOVE THE UTILITY POLE OR WIRELESS SUPPORT STRUCTURE AND DO NOT EXCEED 50 FEET ABOVE GROUND LEVEL.

H. WHEN ZONING REVIEW IS REQUIRED.

1. MONOPOLES. NOTWITHSTANDING THE ABOVE, PURSUANT TO A.R.S. §§ 9-592(H) and 9-594(B), THE CONSTRUCTION, INSTALLATION, MAINTENANCE, MODIFICATION, OPERATION OR REPLACEMENT OF A MONOPOLE OR ASSOCIATED WIRELESS FACILITY IN A RIGHT-OF-WAY IS SUBJECT TO ALL CITY CODES AND REGULATIONS INCLUDING THE CITY ZONING CODE, SECTION 10-40.60.310, TELECOMMUNICATION FACILITIES, AS MAY BE AMENDED.
2. ANY WIRELESS FACILITY NOT OTHERWISE EXEMPT FROM ZONING UNDER SUBSECTION G IS SUBJECT TO ALL CITY CODES AND REGULATIONS INCLUDING THE CITY ZONING CODE, SECTION 10-40.60.310, TELECOMMUNICATION FACILITIES, AS MAY BE AMENDED.
3. WHEN ZONING REVIEW AND APPROVAL IS REQUIRED, THE ZONING OF THE ADJACENT LAND NEAREST TO THE PROPOSED FACILITY SHALL APPLY. ALL STANDARD ZONING PROCEDURES WILL APPLY.

8-09-001-0006 EXEMPTION:

Specifically exempted from the provisions of this Chapter are:

~~Those parts of the Single-Family Residential-Rural Zoning District (R-R) that because of distances and cost considerations, and in the opinion of the City Engineer would cause undue hardship and economic burden to develop.~~

SECTION 2. Penalties.

Any person convicted of a violation of this ordinance is guilty of a misdemeanor and shall be fined a sum not to exceed two thousand five hundred dollars (\$2,500.00) and may be sentenced to confinement in jail for a period not to exceed ninety (90) days for any one offense, all in accordance with the Flagstaff City Code Chapter 1-04. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances.

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

SECTION 4. Severability.

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

SECTION 5. Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of February, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City of Flagstaff

FEE SCHEDULE

FOR WIRELESS FACILITIES/POLES IN RIGHT-OF-WAY

Authority: A.R.S. § 9-591 et seq.

Definitions: See A.R.S. § 9-591.

Effective date: February 9, 2018

Application Fee – Small Wireless Facility

Collocation on New/Modified/Replacement Utility Pole: \$750

Application fee for the installation of “new, replacement or modified utility poles” associated with the collocation of “small wireless facilities” in the right-of-way and utility easements. (A.R.S. § 9-592.H, K, L)

Example: Collocation on a modified or replacement City-owned streetlight or traffic signal pole.

Application Fee – Small Wireless Facilities

Collocation of Same Type Facilities on Same Type Structures, up to 25 Sites: Max. \$750

Sites 1-5: \$100/each

Sites 6-25: \$50/each

Application fee for permission to collocate small wireless facilities in the right-of-way and utility easements, “if the collocations each involve substantially the same type of small wireless facilities and substantially the same type of structure.” (A.R.S. § 9-593.D, F.1, J).

Annual Use Fees - Small Wireless Facility

\$50 per collocation on a City-owned pole (A.R.S. § 9-595.C, D.4)

And/or

\$50 per site (A.R.S. § 9-592.C, D.4)

Example 1: Use fees if collocated on a City-owned pole will be \$100/year.

Example 2: The use fee if collocated on a third party-owned pole will be \$50/yr.

Application Fee – Not Small Wireless Facility: \$1,000

Collocation on New/Modified Monopole or Utility Pole

Application fee for the “modification of existing or the installation of new monopoles or utility poles or for the collocation of wireless facilities” in the right-of-way and utility easements. (A.R.S. § 9-594.E.3, C.1)

Annual Use Fee – New Monopole: to be determined after receipt of an application

The City will charge a “rate or fee for the use of the right-of-way for the installation of a monopole and associated wireless facility that is not more than the “direct and actual costs of managing the right-of-way and that is not in the form of a franchise or other fee based on revenue or customer counts.” (A.R.S. § 9-594.E.4)

Other Review Fees – If the wireless facilities are not exempt from zoning review, they are subject to zoning review and any applicable fees. (A.R.S. § 9-594.B)

Exempt:

- Small Wireless Facility on a New/Modified/Replacement Utility Pole that does not exceed 40/50 feet in height above ground level (See A.R.S. § 9-592.I, J)
- Small Wireless Facility collocated in a right-of-way in any zone, that does not exceed 10 feet above utility pole or wireless support structure, and does not exceed 50 feet above ground level (A.R.S. § 9-593.C, A.R.S. § 9-592.J)

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City of Flagstaff
INFORMATION IN SUPPORT OF PROPOSED FEES
FOR WIRELESS FACILITIES/POLES IN PUBLIC RIGHTS-OF-WAY

Application Fee – Small Wireless Facility

Collocation on New/Modified/Replacement Utility Pole: \$750

Application – Small Wireless Facilities

Collocation on Same Type Facilities on Same Type Structures, up to 25 Sites: Maximum \$750

City staff is proposing adoption of these maximum fees allowed by law, because the City's actual costs for review and approval of an application will exceed those amounts.

The City has already adopted fees for steps typical of what will be involved for approval of a small wireless facility ("SWF") in the public right-of-way.* The data to support those fees was duly published per A.R.S. § 9-499.15 prior to adoption, and are a matter of public record. See City website, City Council Agenda packets for June 6 and June 20, 2017. Those fees are set forth in Ordinance No. 2017-16 adopted by the City Council on June 20, 2017, and include the following:

- Conceptual Site Plan Review - \$420
- Site Plan Less than One Acre - \$2,550
- ROW Permit - \$547
- Building Permit - \$355.50 for first \$25,000 in value, then \$9 for each additional \$1,000 in value**
- Plan Review – 65% of value of building permit**

At the time of adoption, planning and development fees were set at 53% of cost recovery, while engineering is set at 100% cost recovery. Accordingly, the City actual review and approval costs for a SWF will exceed \$750.

*See attached Example A process.

** See attached Example B fee calculation.

Annual Use Fees – Small Wireless Facility

\$50 per collocation on a City-owned pole

And/or

\$50 per site

City staff is proposing that the City adopt the maximum fees allowed by law, as the wireless providers using the public rights-of-way are for-profit businesses using a public resource for gain. The annual use fee is nominal. Typical rent for wireless communications sites in Flagstaff Fair market value for wireless communications sites in Flagstaff ranges from \$500 to \$2,000 per month, depending on the site size, term of lease, etc. Current licensees and franchisees of the City pay an annual license fee for using public rights-of-way based on a percentage of gross revenues (Suddenlink – 5%; APS – 3%; El Paso Natural Gas – 3%; CenturyLink - 2% telephone service license tax)

Application Fee – Not Small Wireless Facility: \$1,000
Collocation on a New/Modified Monopole or Utility Pole

City staff is proposing \$1,000 application fee, the maximum permitted by law. The City has already adopted steps typical of what will be involved for approval of a new/modified monopole or utility pole in the public right-of-way that is not a small wireless facility (“SWF”). The process is the same as described for a SWF (see above) except that a Conditional Use Permit is required. The adopted fee for a Conditional Use Permit is \$3,000. Accordingly, the City anticipates its actual review and approval costs for a monopole facility in the public ROW will exceed \$1,000.

Annual Use Fee – New Monopole: to be determined after receipt of an application.

City staff is proposing that if and when an application for a new monopole is received, that the City determine the applicable fee based upon the statutory requirements (A.R.S. § 9-594.E.4), and that it be duly adopted following notice and positing. This is the approach being taken by other Valley cities.

Other Review Fees – If the wireless facilities are not exempt from zoning review, they are subject to zoning review and any applicable fees.

City staff is proposing that City follow statutory mandate and charge applicable zoning review fees.

*EXAMPLE A

Anticipated Process for Review and Approval

The City anticipates its review and approval process will include the following:

- Conceptual Site Plan review
- Site Plan approval
- Plan Review
- Conditional Use Permit (new/modified monopole only)
- Building Permit
- ROW Permit
- Inspections

Site Plan

- The process for approving a site plan generally takes 12-14 hours (cumulative) of Staff time per site. The steps to approve a proposed wireless site includes:
 - Initial meeting with City Staff and Wireless Provider site team to review proposed site locations and utilizing City’s Geographic Information System (GIS) layers to determine right-of-way (ROW), easements, city utilities and other private utilities that may pose a conflict at the site.
 - After the initial meeting, if a site is deemed to be a viable candidate, then in most cases, a site walk will be conducted with City Staff and Wireless Provider to verify that each proposed location has minimum

clearance to install the pole, ground equipment, underground conduit, electrical meter pedestal and to also check on clearance from sight visibility triangles, existing signage and landscape areas.

- Upon verbal agreement that a site is viable to move to preliminary design, the Wireless Provider will have its engineering contractor develop a plan set and obtain documents that meet the requirements of the “Conceptual Site Plan Approval” checklist that will be reviewed by City Staff.
- City Staff reviews and comments on the request for Site Plan Approval. If the site plan meets the requirements of the review, then the site receives approval to proceed to construction drawings for plan review, building permit, ROW permit and inspections.
- City Staff who are engaged in the Site Plan Approval process include:
 - Real Estate Manager
 - Development Manager
 - Development Engineer
 - Transportation Engineer
 - Streets Operations (Streetlight) Supervisor
 - Water Services Plan Reviewer
 - Stormwater Manager

In addition, City Attorney’s Office staff will incur time and expense in reviewing and/or negotiating the terms and conditions of any license to use the public rights-of-way.

**EXAMPLE B

Example of Building Plan Review and Building Permit Fee Assumption: Small Wireless Facility has Total Value of \$30,000

- Building Permit Fee – the cost of a building permit is based upon a valuation-based fee schedule. The fee for a Building Permit to construct a SWF is calculated based on valuation of the following:
 - Site Acquisition Costs
 - Wireless Provider’s Staff Time
 - Site Acquisition Contractor (if used)
 - Cost for Other Contractors
 - Design & Engineering
 - Creation of Preliminary Site Plan
 - Title and Survey of ROW
 - Engineering of Foundation and Pole
 - Soil and Environmental Work
 - Development of Construction Drawings
 - All Wireless Equipment
 - Hardware Costs
 - Pole Foundation
 - Antennas
 - Electronic Equipment
 - Telecommunications Interface
 - Equipment Screening
 - Electrical Meter and Pedestal
 - Pole or Wireless Support Structure
 - Cables, Wires, Brackets, Mounting Equipment
 - Shrouds to Conceal Cable and Wires
 - Remote Radio Heads or Remote Radio Units
 - Foundation or Mount for Ground Equipment

- Costs for the Construction and Installation of Site

- | | |
|---------------------------------|---|
| ○ Pole Foundation | ○ Pole or Wireless Support Structure |
| ○ Antennas | ○ Cables, Wires, Brackets, Mounting Equipment |
| ○ Electronic Equipment | ○ Shrouds to Conceal Cable and Wires |
| ○ Telecommunications Interface | ○ Remote Radio Heads or Remote Radio Units |
| ○ Equipment Screening | ○ Foundation or Mount for Ground Equipment |
| ○ Electrical Meter and Pedestal | ○ Painting of SWF and Associated Equipment |

- Building Plan Review Fee – the plan review fee, as adopted by City Council is calculated at a rate of sixty-five (65) percent of the value of the project.

For building permits ranging in value from \$25,001 to \$50,000, the following formula applies: The fee is \$355.50 for the first \$25,000 plus \$9.00 for each additional \$1,000.00

Building Permit Fee:

Base Fee =	\$355.50
Added Fee =	<u>45.00</u> (\$9.00 x 5)
Total Building Permit Fee =	\$400.50

Total Building Permit and
Plan Review Fee = \$660.83

Building Plan Review Fee:

Total Building Permit Fee =	\$400.50
Plan Review Fee Percentage =	<u>X 65%</u>
Total Plan Review Fee =	\$260.33

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10-40.60.310 Telecommunication Facilities

A. **Purposes.** This section is intended to accommodate the communications needs of residents and businesses in the City while protecting public health, safety, and welfare by:

1. Establishing predictable and balanced regulations that facilitate the provision of communications services;
2. Minimizing adverse visual effects of telecommunications facilities through careful design, siting, landscape screening, height limitations, innovative camouflage techniques, and protection of view shed corridors;
3. Avoiding potential damage to adjacent properties from tower failure through appropriate engineering;
4. Maximizing use of existing and future towers to minimize the number of towers needed to serve the City;
5. Locating telecommunications facilities away from residential neighborhoods and historical sites whenever feasible; and
6. Requiring compliance with the important public interest protections of this section without taking into consideration economic considerations or cost, unless such economic considerations or costs are so extraordinary, substantial, and unusual so as to prohibit or have the effect of prohibiting the provision of telecommunications services.

B. **Permitting Applicability.**

1. **Uses Permitted by Right.**

a. **FM/DTV/Low Wattage AM Broadcasting Facilities.** All applications for new FM/DTV/low wattage AM broadcasting facilities shall be subject to review and approval by the Director, in compliance with the procedures provided in Division 10-20.30, Common Procedures.

b. **Attached Telecommunications Facilities.**

- (1) All applications for new attached telecommunications facilities shall be subject to review and approval by the Director, in compliance with the procedures provided in Division 10-20.30, Common Procedures.
- (2) The Director may require an application for co-location to be considered by the Planning Commission at a public hearing on the basis of potential location, aesthetic or visually related impacts.

c. **Collocation Facilities.**

(1) All applications for collocation of a new wireless communications facility on an existing antenna-supporting structure that has been designed and approved to accommodate multiple wireless communications facility providers shall be subject to review and approval by the Director, in compliance with the procedures provided in Division 10-20.30, Concept Plan Review.

(2) The Director may require an application for co-location to be considered by the Planning Commission at a public hearing on the basis of potential location, aesthetic or visually related impacts.

d. **Stealth Telecommunication Facilities.** All applications for new stealth telecommunications facilities shall be subject to review and approval by the Director, in compliance with the procedures provided in Section 10-20.30.050, Concept Plan Review.

2. **Uses Requiring a Conditional Use Permit.**

a. **Antenna-Supporting Structures.** All new antenna-supporting structures and replacement antenna-supporting structures intended for commercial and emergency services or public facility use shall obtain a conditional use permit in compliance with Section 10-20.40.050, Conditional Use Permits, prior to submittal for building permit approval and the initiation of construction.

b. **AM Broadcasting Facilities.** All applications for new AM broadcasting facilities shall obtain a conditional use permit in compliance with Section 10-20.40.050, Conditional Use Permits, prior to submittal for building permit approval and the initiation of construction.

C. **General Requirements for Telecommunications Facilities.** The requirements set forth in this subsection shall govern the location, construction, and operation of all telecommunications facilities governed by this section.

1. **Building Code and Safety Standards.** Telecommunications facilities shall be maintained in compliance with applicable building and technical codes, including the EIA/TIA 222-F Standards, as published by the Electronic Industries Association and amended from time to time. Structural integrity shall be ensured through the approval of the applicable building permit.

2. **Regulatory Compliance.** All telecommunications facilities must comply with the regulations of the Federal Aviation Administration, the Federal Communications Commission, and any other agency of the State or Federal government with authority to regulate telecommunications facilities.

3. **Security.** All telecommunications facilities shall have appropriate security, as determined by the Director, including solid fencing that complies with Division 10-50.50, Fences and Screening.

4. **Lighting.** No artificial lighting of telecommunications facilities is permitted unless such artificial lighting is:

- a. Required by the Federal Aviation Administration, the Federal Communications Commission, or another State or Federal agency of competent jurisdiction; or
- b. Necessary for security.
- c. Such lighting shall comply with the development lighting regulations in Division 10-50.70, Outdoor Lighting Standards.

5. **Advertising.** No advertising is permitted on telecommunications facilities. Signage in compliance with Division 10-50.100, Sign Standards, is permitted at telecommunications facilities where personnel work permanently.

6. **Visual Impact.** Telecommunications facilities shall be sited and constructed to preserve the preexisting character of the surrounding buildings and vegetation, and shall comply with the natural resource protection standards in Division 10-50.90, Resource Protection Standards.

- a. All telecommunications facilities shall be painted a neutral non-reflective color, or be painted and/or textured to match adjoining structures or vegetation so as to reduce visual obtrusiveness, unless otherwise required by the Federal Aviation Administration or other competent State or Federal regulatory agency. Special attention shall be paid to camouflaging, to the maximum extent feasible, all portions of a telecommunications facility.
- b. To the maximum extent feasible, telecommunications facilities shall be placed directly above, below or incorporated with vertical design elements of a building to help in camouflaging.
- c. An equipment shelter or cabinet that supports telecommunications facilities shall be concealed from public view or made compatible with the architecture of surrounding structures. Equipment shelters or cabinets shall be screened from public view by using landscaping or materials and colors consistent with the surrounding backdrop. The shelter or cabinet shall be regularly maintained.
- d. Equipment shelters and screen units shall be in compliance with Division 10-50.50, Fences and Screening, and Division 10-30.60, Site Planning Design Standards.
- e. Camouflaged sites may be required by the Director and will be subject to the following minimum standards:
 - (1) Simulated pine branches must be located from a point that is 25 percent the height of the tower measured from finished grade to the top of the tower.
 - (2) A density of 2.3 simulated branches per one lineal foot of the tower is required. Branches

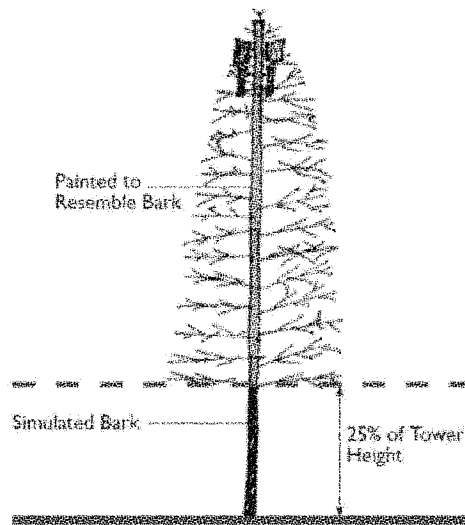
shall be installed on the tower in a random organic pattern.

(3) The minimum length for the lower level simulated branches is 10 feet long. Simulated branches must taper toward the top of the tower to give the appearance of a natural conically shaped evergreen tree.

(4) The tower shall be painted to emulate a natural tree trunk, while the bottom 25 percent of the height of the trunk shall be covered with a simulated tree bark product.

(5) Antennas shall be fitted with a cover or otherwise camouflaged, and shall not extend beyond the tree branches located immediately adjacent to the antennas.

Figure 10-40.60.310A: Standards for Camouflaged Sites



7. **Landscaping.** Landscaping shall be used to mitigate the visual impact of telecommunications facilities and ancillary structures. Evergreen plant material of a minimum height of five feet shall be planted adjacent to the exterior of any wall or fence a minimum of every 10 feet on center. The Director or the Planning Commission may waive or reduce these landscaping requirements if it is determined that the landscaping is unnecessary or it is impractical to provide necessary screening.

8. **Maintenance.** The site of a telecommunications facility shall have sufficient room for maintenance vehicles and other equipment used for maintenance to maneuver on the property. Vehicles and other equipment not used in direct support of a telecommunications facility shall not be stored or parked on the site of a telecommunications facility. Unmanned sites shall provide a gravel area for parking of maintenance vehicles.

9. **Site Size and Setbacks.**

a. The site of a telecommunications facility shall be of a size and shape sufficient to provide

adequate landscape screening as required by subsection (C)(7) of this section.

b. For rooftop antennas, a 1:1.2 setback ratio shall be maintained as a fall zone (for example, a 10-foot-tall antenna shall require a 12-foot setback from the edge of the building's roof).

10. Height.

a. Height of a tower shall be measured from the natural undisturbed ground surface below the center of the base of said tower to the top of the tower itself or, if higher, to the tip of the highest antenna or piece of equipment attached thereto. In the case of building mounted towers, the height of the tower includes the height of the portion of the building on which it is mounted.

b. A telecommunications facility located on a preferred site, as defined in subsection (E)(1) of this section, shall not exceed a height of 100 feet.

c. A telecommunications facility located on a neutral site, as defined in subsection (E)(2) of this section, shall not exceed a height of 75 feet.

d. A telecommunications facility located on a disfavored site, as defined in subsection (E)(3) of this section, shall not exceed a height that is the greater of:

(1) Sixty feet; or

(2) Five feet above the average maximum height of the foliage within 200 feet of the telecommunications facility, but in no case greater than 70 feet.

D. Additional Requirements for Towers. In addition to the general requirements set forth in subsection (C) of this section, towers shall be subject to the additional requirements set forth in this section.

1. Towers shall not be sited where they will negatively affect historic districts or scenic view corridors or where they will create visual clutter.

2. Towers shall be constructed to permit future co-location, unless doing so would be technically infeasible or aesthetically undesirable, as determined by the Planning Commission. Tower owners shall negotiate in good faith with providers of telecommunications services that seek to co-locate.

3. New towers shall not be located any closer than 300 feet from the right-of-way lines of the following streets and highways within the Flagstaff City limits:

a. Interstate 40.

b. Interstate 17.

c. U.S. Highway 89N.

- d. U.S. Highway 89A.
- e. U.S. Highway 180/Fort Valley Road.
- f. Route 66.
- g. Milton Road.
- h. Switzer Canyon Drive.
- i. North Humphreys Street.
- j. Cedar Avenue from Turquoise Drive to West Street.
- k. Lake Mary Road.

E. Preferred, Neutral and Disfavored Sites.

1. Preferred Sites.

- a. **Community Structures.** Any police or fire station, library, community center, civic center, courthouse, utility structure, smokestack, water tower, bridge, clock or bell tower, light pole, church steeple or other similar structure is a preferred site.
- b. **Collocation.** Any existing lawful wireless telecommunications facility shall be a preferred site. Any existing building where the antenna can be mounted directly to the side of the building or parapet is a preferred site.
- c. **Industrial Zones and Public Land.** Any site zoned LI, HI, or PF is a preferred site; provided, that such site is not park or open space land or a school site; and provided further, that such site is not a site described in subsection (E)(3) of this section. School sites are considered neutral or disfavored sites, depending on their zoning, proximity to residential neighborhoods, and the extent to which such sites meet the requirements of this section and the required findings listed in Section 10-20.40.050, Conditional Use Permits.
- d. **Power Line Corridors.** An existing tower structure that supports high voltage power lines in a power line corridor is a preferred site.

2. **Neutral Sites.** Any site zoned SC, CC, HC, CS, CB or RD is a neutral site; provided, that such site is not a site described in subsection (E)(3) of this section.

3. Disfavored Sites.

- a. **Residential Neighborhoods.** Any site in a zone not specified in subsection (E)(1) or (E)(2) of this

section is a disfavored site, unless such site has a General Plan designation or current governmental use of industrial or commercial, which may reclassify the site as preferred or neutral, respectively.

b. **Designated Locales.** Any site that is within a scenic view corridor as defined in subsection (E)(3)(c) of this section.

c. **Scenic Locales.** Any site along an exposed ridgeline, a public trail, public park, or other outdoor recreation area is a disfavored site, unless the telecommunications facility blends with the surrounding existing natural and man-made environment in such a manner as to be effectively unnoticeable, as determined by the Planning Commission.

F. **Applications and Procedure.**

1. **Permit Requirements.** An application for a conditional use permit for a telecommunications facility shall be submitted on a form prescribed by the City in compliance with Section 10-20.30.020, Application Process. The application shall include the information and materials specified in the checklist for applications for a telecommunications facility, together with the required fee established in Appendix 2, Planning Fee Schedule. Additional submittal requirements are also listed below.

a. **Engineering Report.** Each application shall include a report from a structural engineer licensed in the State of Arizona documenting the following:

- (1) Telecommunications facility height and design, including technical, engineering, economic, and other pertinent factors governing selection of the proposed design;
- (2) Total anticipated capacity of the telecommunications facility, including, in the case of a tower, the number and types of antennas that can be accommodated;
- (3) Evidence of structural integrity; and
- (4) Structural failure characteristics of the telecommunications facility and demonstration that site and setbacks are adequate to contain debris.

b. **Five-Year Plan and Site Inventory.** Each application shall include a five-year facilities plan and site inventory addressing the following:

- (1) A description of the type of technology (cellular, PCS, radio, television, etc.) that will be provided using the telecommunication facility over the next five years, including the radio frequencies to be used for each technology and the types of consumer services (voice, video, data transmission) to be offered;
- (2) A list of all of the applicant's existing telecommunications facility sites within the City and the Flagstaff Metropolitan Planning Organization Area, a list of all of the applicant's proposed

telecommunications facility sites within the City and the Flagstaff Metropolitan Planning Organization Area for which the applicant has filed a conditional use permit application, and a map showing location of these sites and service boundaries of other facilities operated by the applicant/provider in the area; and

(3) If the applicant does not know specific future telecommunications facility site locations but does know of the areas where the telecommunications facilities will be needed within the next five years to provide service, the applicant shall identify the areas.

c. **Additional Information for Sites that Are Not Preferred Sites.** Whenever an applicant proposes to construct a telecommunications facility on a site that is not a preferred site, as defined in subsection (E)(1) of this section, the applicant shall provide the following additional information:

(1) A map showing the area in which the proposed telecommunications facility could be sited to provide the needed coverage, and all preferred sites in that area; and

(2) A justification as to why the applicant is not proposing a preferred site, including the best efforts made to secure each of the preferred sites, why such efforts were unsuccessful, and why each of the preferred sites is not technically or legally feasible.

d. **Additional Information for Towers.**

(1) The applicant must explain why existing towers and other supporting structures cannot accommodate the proposed telecommunications facility. The applicant should describe in detail its best efforts made to obtain the use of such facilities, including, where applicable, the names and phone numbers of property owners contacted, summaries of meetings held with property owners, and written documentation from property owners denying use of their property;

(2) The applicant must state whether additional antennas can be co-located on the new tower and, if not, explain why the tower is not being constructed to accommodate future co-location; and

(3) The applicant must prepare a site review plan application that meets the requirements of Section 10-20.40.140, Site Plan Review and Approval.

2. **Technical Experts.** The Director is authorized to employ on behalf of the City an independent technical expert to review any technical material submitted under this section. The applicant shall pay all costs of said review, including any administrative costs incurred by the City. Any proprietary information disclosed to the City or the expert hired shall remain confidential and shall not be disclosed to any third party.

3. **Legal Counsel.** The City Attorney may employ on behalf of the City legal counsel to assist in the review of an application for a conditional use permit submitted. The applicant shall pay all costs of said

review, including any administrative costs incurred by the City.

4. **Procedure – General.** Applications for a conditional use permit for a telecommunications facility shall be subject to the general procedural requirements found in Section 10-20.40.050, Conditional Use Permits. Any decision to deny an application for a conditional use permit for a telecommunications facility, including on appeal to the Council, shall be in writing and shall be supported by substantial evidence in the written record.

5. **Report of Director.** In connection with the report of the Director required by Section 10-20.30.020, Application Process, the Director may require the applicant to submit additional justifications, documentation and other information in support of the showings that the applicant must make in compliance with the section. For each applicable showing or requirement of this section, the report shall:

- a. Review the application and the supporting documentation submitted by the applicant and any information prepared by or on behalf of the City or received by the City; and
- b. Explain how the information reviewed (or lack of information submitted) supports the recommendation to the Planning Commission required by Section 10-20.30.020, Application Process. Failure of the applicant to submit such information as the Director may require in compliance with this section shall be noted in the report and may be considered by the Planning Commission.

6. **Review.** The Planning Commission shall not issue a conditional use permit for a telecommunications facility, as required by subsection (B)(2) of this section, until:

- a. The applicant has submitted an application in the form set forth in subsection (F)(1) of this section;
- b. The Planning Commission has determined that the requirements set forth in subsection (C) of this section have been met; and
- c. The Planning Commission has made the findings required under Section 10-20.30.090, Findings Required. In addition, the following findings shall be required, where applicable:

(1) **For Telecommunications Facilities Not on Preferred Sites.** Applications for a conditional use permit for a telecommunications facility on a site other than a preferred site, as defined in subsection (E)(1) of this section, shall not be granted unless the applicant has shown that it made its best efforts to locate the telecommunications facility on a preferred site and that it is not technically or legally feasible or aesthetically desirable to locate the telecommunications facility on a preferred site.

(2) **For Towers.** Applications for a conditional use permit for a tower shall not be granted unless the applicant has shown that:

- (a) Existing towers cannot accommodate the proposed telecommunications facility;
- (b) The new tower will have room to co-locate additional facilities or it is not technically or legally feasible or aesthetically desirable to construct a tower with such co-location capacity; and
- (c) Construction of the tower will not disrupt existing utilities. In addition, the applicant also must meet the requirements set forth in subsection (D) of this section.

(3) **For Telecommunications Facilities on Disfavored Sites.** Applications for a conditional use permit for a telecommunications facility on a disfavored site, as defined in subsection (E)(4) of this section, shall not be granted unless the applicant has shown that:

- (a) It has made its best efforts to locate the telecommunications facility on a site that is not a disfavored site;
- (b) It is not technically or legally feasible or it is aesthetically undesirable to locate the telecommunications facility on a site that is not a disfavored site; and
- (c) Denial of the conditional use permit would unreasonably discriminate among providers of functionally equivalent personal wireless services or prohibit or have the effect of prohibiting the provision of personal wireless services within the meaning of 47 U.S.C. § 332(c)(7)(B)(i).

7. **Additional Information.** The Planning Commission may require the applicant to submit additional information or provide further justification if the Planning Commission believes it is necessary or appropriate in light of the showings required by subsection (F)(6) of this section, the report submitted by the Director, the application, or the requirements of this section.

8. **Waived Requirements for Collocation.** The Director may waive the requirements for a conditional use permit for telecommunications facilities that meet all the criteria in subsection (C) of this section if the new facility or equipment is co-located on or adjoining an existing telecommunications facility.

G. Removal of Telecommunications Facilities.

1. All telecommunications facilities shall be maintained in compliance with the standards contained in applicable building and technical codes, including the EIA/TIA 222-F Standards, as published by the Electronic Industries Association and amended from time to time, so as to ensure the structural integrity of such facilities.
2. If upon inspection by the Review Authority any such telecommunications facility is determined not to comply with the code standards referenced in subsection (G)(1) of this section or to constitute a danger to

persons or property, then upon notice being provided to the owner of the telecommunications facility and the owner of the site of the telecommunications facility, such owners shall have 30 days to bring the telecommunications facility into compliance. The following measures will be followed if telecommunication facility remains noncompliant based on this subsection:

- a. If such telecommunications facility is not brought into compliance within 30 days, the City may provide notice to the owners requiring the telecommunications facility to be removed and the site restored to its natural condition.
- b. If such telecommunications facility is not removed within 30 days of receipt of such notice and the site restored to its natural condition, the City may remove such telecommunications facility and place a lien upon the property for the costs of removal and restoration.
- c. Delays by the City in taking action shall not in any way waive the City's right to take action.
- d. The City may pursue all legal remedies available to it to ensure that telecommunications facilities not in compliance with code standards or which constitute a danger to persons or property are brought into compliance or removed.
- e. The time periods for repair, removal and restoration set forth in subsection (G)(2) of this section may be shortened if the review authority determines that a telecommunications facility poses an immediate danger to persons or property.

H. Abandoned Telecommunications Facilities.

1. Any telecommunications facility that is not operated for a continuous period of six months shall be considered abandoned, whether or not the owner or operator intends to make use of it or any part of it. The following persons have a duty to remove an abandoned telecommunications facility and restore the site to its natural condition:

- a. The owner of the abandoned telecommunications facility.
- b. The former operator of the abandoned telecommunications facility.
- c. The owner of the site upon which the abandoned telecommunications facility is located.
- d. Any lessee or sub-lessee of the site.
- e. Any telecommunications service provider that, by ceasing to utilize the telecommunications facility, caused the telecommunications facility to be abandoned.
- f. Any person to whom there has been transferred or assigned any license issued by the Federal Communications Commission under which the communications facility was operated.

- g. Any successor of any of the foregoing persons by asset sale or merger.
 - h. Any parent, subsidiary, or affiliate of any of the foregoing persons.
 - i. Any managing partner of any of the foregoing that is a limited partnership.
 - j. Any general partner of any of the foregoing that is a general partnership.
2. If such telecommunications facility is not removed and the site is not restored to its natural condition within 60 days of receipt of notice from the City notifying the owner of such abandonment, the City may remove such telecommunications facility and restore such site to its natural condition and place a lien upon the property for the costs of removal. The City also may pursue all legal remedies available to it to ensure that abandoned telecommunications facilities are removed. Delay by the City in taking action against abandoned telecommunication facilities shall not in any way waive the City's right to take action. The City may seek to have the telecommunications facility removed and the site restored to its natural condition regardless of the owner's or operator's intent to operate the telecommunications facility and regardless of any permits that may have been granted to do so.
3. A new conditional use permit must be granted before an abandoned telecommunications facility is brought back into use, and the applicant must meet all of the conditions of this section as if the abandoned telecommunications facility were a new telecommunications facility.

I. Coordination with Federal Law.

- 1. A conditional use permit may be granted despite noncompliance with the provisions of this section whenever denial of conditional use permit would unreasonably discriminate among providers of functionally equivalent personal wireless services or prohibit or have the effect of prohibiting the provision of personal wireless services, within the meaning of 47 U.S.C. § 332(c)(7)(B)(i).
- 2. In evaluating an application for a conditional use permit, no consideration shall be given to the environmental effects of radio frequency emissions to the extent that such emissions are in compliance with the regulations of the Federal Communications Commission, as provided in 47 U.S.C. § 332(c)(7)(B)(iv).
- 3. If any portion of this section is found invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision of this section, and such holding shall not affect the validity of the remaining portions of this section.

J. Exclusions. The following shall be exempt from this section:

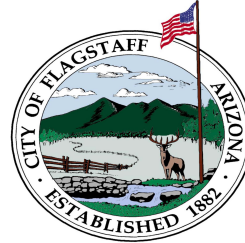
- 1. Any tower and antenna under 60 feet in total height above the ground that is owned and operated by an amateur radio operator licensed by the Federal Communications Commission; and

2. Any receive-only consumer device designed for over-the-air reception of television broadcast signals, multi-channel multi-point distribution service, or direct broadcast satellite service.

(Ord. 2016-07, Amended, 2/16/2016)

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Justin Emerick, Project Manager, Water Services
Co-Submitter: Ryan Roberts
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Consideration and Approval of Contract: Rio de Flag Water Reclamation Plant, Ultraviolet Disinfection System Equipment Replacement Project. **(*CHANGED FROM ITEM 8-C TO 8-D)**

STAFF RECOMMENDED ACTION:

Approve the construction contract with Schofield Civil Construction, LLC (Schofield Civil Construction) for the purchase and installation of new Ultraviolet Disinfection Equipment at the Rio de Flag Water Reclamation Plant for a total contract amount not to exceed \$1,247,000.00, with a 365 day contract period (Project); and authorize the City Manager to execute the necessary documents.

Executive Summary:

The current ultraviolet disinfection system equipment is at the end of its asset life for disinfection of the reclaimed water in order to meet Arizona Department of Environmental Quality (ADEQ) regulatory permits. The City conducted a formal bid process for the Project and Schofield Civil Construction was determined to be the lowest responsive, responsible bidder. Staff is requesting Council to approve a construction contract with Schofield Civil Construction in the amount of \$1,247,000.00. No additional change order authority monies are being requested.

Financial Impact:

This Project is budgeted in Account #203-08-375-3319-0-4421 in the amount of \$1,196,000.00. Year-to-date, \$49,033.00 has been spent on engineering fees and construction of an access door for the project, leaving \$1,146,967.00 remaining in the Project fund balance. The remaining balance of \$100,033.00 will come from the Wastewater Emergency Reserve (Account #203-08-375-3235-0-4421).

Policy Impact:

None.

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

COUNCIL GOALS:

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

REGIONAL PLAN:

WR.4.1.- Logically enhance reclaimed water resources, treatment infrastructure sizing to accommodate planned growth and resource management. This system is sized to accommodate increased demand at the Water Reclamation Plant.

E.I.4.- Promote cost-effective, energy efficient technologies and design in industrial projects. This system takes advantage of new and improved technologies and materials to increase efficiency and power delivery.

E.I.10.- Include energy efficient technologies in construction projects. This project is eligible for APS Energy Savings Credits.

Has There Been Previous Council Decision on This:

Yes, Council previously approved a contract with a different vendor on November 15, 2016. That vendor was not able to meet the contract terms, and on October 3, 2017, the City Council canceled the previous contract award.

Options and Alternatives:

- 1.) Approve the contract with Schofield Civil Construction in a total contract award amount not to exceed \$1,247,000.00; or
- 2.) Reject the contract and re-advertise the Project.

Background/History:

The City has two treatment plants for the wastewater generated within the utility service area, Wildcat Hill Waste Water Treatment Plant (Wildcat Hill WWTP) and Rio De Flag Water Reclamation Plant (Rio De Flag WRP). Rio De Flag WRP has a design treatment capacity of 4.0 MGD and produces Class A+ effluent. Effluent from the Rio De Flag WRP is discharged to Rio De Flag wash and into the City's reclaimed water distribution system. The filtered effluent flows by gravity to two channel basins where the ultraviolet system equipment is used for disinfection in order to meet ADEQ regulatory permit level requirements.

The new ultraviolet disinfection equipment is capable of meeting the peak demand for disinfection requirements and utilizes an energy efficient design. The Project will take advantage of innovative materials to reduce electrical consumption while providing a greater level of disinfection per kilowatt hour.

This ultraviolet disinfection equipment is critical to the Rio De Flag WRP operations. The equipment being purchased will replace an existing 25 year old piece used in daily operations. The replacement criterion for this type of ultraviolet disinfection equipment is a maximum of 20 years and the existing equipment exceeds that end-date. The Project has been reviewed and evaluated by the engineering firm hired by the City to create the design for the ultraviolet disinfection system (HDR Engineering), management within the Water Services Division, and City staff with knowledge of waste water disinfection systems. In fact, this Project was originally budgeted and approved for design and construction in FY 2016.

The contract for the ultraviolet disinfection equipment system includes the following:

- Installation of new ultraviolet disinfection equipment and all associated electrical upgrades.
- Removal and disposal of the old ultraviolet disinfection system.

On December 19, 2017, Purchasing posted an Invitation for Bids (IFB) solicitation for construction services on their electronic bidding website. The solicitation was also advertised in the local newspaper, the Arizona Daily Sun, on December 23 and December 30, 2017. On January 16, 2018, five (5) bids were received electronically.

After a detailed review of all bids received, Schofield Civil Construction's bid was deemed to be the lowest responsive and responsible bid. Bids received are as follows:

<u>Bidder</u>	<u>Base Bid</u>
Schofield Civil	\$1,247,000
PCL	\$1,302,266
Eagle Mountain Construction	\$1,462,900
Technology Construction	\$1,468,000
Mortenson Construction	\$1,695,000

Key Considerations:

This Project is required in order to maintain the City's regulatory compliance with ADEQ discharge permit requirements. The existing ultraviolet disinfection equipment has been in operation since 1992, and is at the end of its useful life. Replacement parts, including light bulbs, are no longer available from the manufacturer, and if found, are at a high price. A well-functioning ultraviolet disinfection system is vital to the successful operation of the Rio De Flag WRP. The new system will be more energy efficient, providing increased disinfection while consuming less electrical power. This ultraviolet disinfection system is a critical component of a greater treatment process that provides the City with a high quality reclaimed water product which has found many beneficial uses throughout the City and contributes to the conservation of Flagstaff's natural water resources.

Expanded Financial Considerations:

The Rio de Flag WRP ultraviolet disinfection equipment system replacement project was originally approved and funded by Council in the FY 2016 budget.

Community Benefits and Considerations:

Maintaining reclaimed water quality standards is a prime benefit to the community and existing reclaimed water customers. The Project will also assist the City to meet the regulatory permit levels required by ADEQ.

Community Involvement:

Inform.

Attachments: Construction Contract
 Contract Exhibit A
 Contract Exhibit B

CONSTRUCTION CONTRACT #2018-48

City of Flagstaff, Arizona and Schofield Civil Construction, LLC

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2018, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Schofield Civil Construction, LLC, and Arizona limited liability company ("Contractor") with offices at 23025 N. 15th Avenue, Suite 205, Phoenix, Arizona. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

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

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

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities for the **Rio De Flag Wastewater Reclamation Plant UV System Replacement Project** (the "Project"). The Project scope is specific to the attached Special Provisions (Exhibit B). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

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

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

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

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **three hundred sixty-five (365) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

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

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

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

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

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of

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

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

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

The City shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during the Winter Shutdown. All cost associated with snow removal and proper disposal

shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

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

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

If to Owner:

Patrick Brown, C.P.M.
Purchasing Manager
211 West Aspen Avenue
Flagstaff, AZ 86001

If to Contractor:

Tyrel Eckroth
Vice President
23025 N. 15th Avenue, Suite 205
Phoenix, AZ 85027

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

15. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined

based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. No Boycott of Israel. Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Parties certify that they are not currently engaged in and agree, for the duration of the agreement, not to engage in a boycott of Israel.

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

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

Owner, City of Flagstaff

Schofield Civil Construction, LLC.

Josh Copley, City Manager

Signature

Attest:

Printed Name

City Clerk

Title

Approved as to form:

City Attorney

**CITY OF FLAGSTAFF
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)**

The
MAG UNIFORM STANDARD SPECIFICATIONS
for
PUBLIC WORKS CONSTRUCTION
is hereby amended to include the following:

PART 100 - GENERAL CONDITIONS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

102.2 CONTENTS OF PROPOSAL PAMPHLET:

(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.

The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

- (A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;
- (B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;
- (C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;
- (D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

102.2 CONTENTS OF PROPOSAL PAMPHLET:

(third paragraph, revise last sentence to read as follows)

In the case of conflict, the following order of precedence shall govern:

- 1. Construction Plans and Addenda
- 2. Special Provisions
- 3. General Provisions and MAG Revisions
- 4. City of Flagstaff Standards and Specifications
- 5. MAG Standards and Specifications
- 6. ADOT Standards and Specifications
- 7. FHWA Manual of Uniform Traffic Control Devices

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:

(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

102.7 IRREGULAR PROPOSALS:
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts.

Proposals shall be considered irregular for the following additional reasons:

- (A) If the Proposal contains unit prices that are obviously unbalanced.
- (B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

102.12 DISQUALIFICATION OF BIDDERS:
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

102.13 SUCCESSFUL BIDDERS:
(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.6 CONTRACTOR'S INSURANCE:

103.6.1 GENERAL:
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

Required Coverage

A. Commercial General Liability

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

B. Owners and Contractor's Protective Liability

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

C. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

D. Worker's Compensation

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

E. Builder's Risk (Property) Insurance (As Required)

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is

completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

Certificates of Insurance

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

SECTION 104 - SCOPE OF WORK

104.1.3 WATER SUPPLY: (revise to include the following)

The Contractor is advised that the use of fire hydrants as a source of construction water is not guaranteed and is subject to the restrictions, terms and conditions of the City of Flagstaff Utilities Department. Prior to submitting a bid, the Contractor shall determine such restrictions, terms and conditions and shall incorporate the costs thereof into his or her proposal.

If hydrants are not available as a source of construction water, reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Utilities Department. **Current rates for the reclaimed water shall apply.**

Prior to loading, hauling and applying reclaim water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaim water.

104.2 ALTERATION OF THE WORK:

104.2.3 DUE TO EXTRA WORK: (revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work. The amount of the allowance item is determined by the City and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for the project.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence: 1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will actually be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

105.2.1 RECORD DRAWING (As-Built Plans)
(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record information that is modified from the originally approved sealed plans.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) as-built plans must be submitted to the City for review and acceptance per Engineering Standard Specifications.

Submittal shall be two sets of blue or black line paper sets, copied from the original mylar set. One set will be reviewed by the City and returned with applicable comments. Comments are to be addressed and two paper sets resubmitted for City's final approval. A reference checklist is available from the office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, one set of mylars shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

SECTION 105 - CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES:
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct

supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

105.10 INSPECTION OF THE WORK
(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:
(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

105.12 MAINTENANCE DURING CONSTRUCTION:
(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK
(revise to include new subsection as follows)

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. City retains the right to declare a winter shutdown. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

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

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.1 LAWS TO BE OBSERVED: (revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009(A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

107.2 PERMITS: (revise to include the following)

The City of Flagstaff shall issue a no fee permit for work in City right-of-way for this Contract. The City shall work with the Contractor to obtain a permit for work in State of Arizona right-of-way from the Arizona Department of Transportation. The Contractor may not commence work until these permits are issued.

107.2.1 TEMPORARY USE PERMITS:
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:
(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)
(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. **The City of Flagstaff will provide testing free of charge.** If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.
- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality <http://www.azdeq.gov/envIRON/air/asbestos/> 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes.

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (dust from cutting) and breaking pipes may generate RACM. RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and/or unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

107.8 107USE OF EXPLOSIVES:

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED: (revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

If the Project Manager approves the second submission of the construction schedule and traffic control plan, a notice will be issued specifying the date on which the Contractor may proceed with the work. If it is determined that the construction schedule and/or traffic control plan are not adequate to manage the contract, the Contractor shall be notified in writing. Within three (3) full business days following receipt of the notice, the Contractor shall elect to:

1. Submit a revised final construction schedule and traffic control plan together with a cashier's check or bank draft in the amount of two and one half (2 1/2) percent of the contract price as liquidated damages for the delay time lost to that date; or
2. Do nothing, in which case this contract shall be deemed terminated at the Contractor's election. The Contractor shall then have no right or duty to continue performance and the City shall be released from all liability to the Contractor under this agreement.

In the event the Contractor elects the first alternative, the Project Manager shall approve the final construction schedule and traffic control plan if acceptable, in which case the City shall be entitled to the liquidated damages or shall reject the construction schedule and traffic control plan and return the check or draft. In the latter event, the contract shall be deemed terminated, the liquidated damages provision shall not apply, and the City shall be entitled to recover its actual damages incurred for the Contractor's breach of agreement.

108.3 CORRESPONDENCE TO THE CONTRACTOR:
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;
 - Definition of a crew;
 - personnel (*e.g. operator, laborer*)
 - equipment (*e.g. Cat 325 Excavator, 950 Loader*)
 - workdays anticipated or scheduled per week (*e.g. Monday through Friday*)
 - work hours anticipated or scheduled per day (*e.g. 7:00 am to 3:30 pm*)
- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

108.5 LIMITATION OF OPERATIONS:
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and total compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ \$ 43.00/hour
Inspector II @ \$ 35.00/hour
Inspector I @ \$30.00/hour
Lab Tech I @ \$ 25.00/hour
Vehicle @ \$1.80/hour

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The contract time, including final cleanup of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated from established weather patterns. Adverse weather day patterns (identified below) were determined as being equal to or greater than twenty-five (25) percent of the historical monthly average as recorded by the National Weather Service at Pulliam Airport.

Month	January	February	March	April	May	June
Adverse Weather Days	7	7	8	6	4	3

Month	July	August	September	October	November	December
Adverse Weather Days	12	11	7	5	5	6

Contract time extensions due to adverse weather may be considered warranted when actual work critical to the timely completion of the project is delayed for fifty (50) percent or more of the Contractor's scheduled workday. Number of days may include time for which job progress has been affected by adverse weather during scheduled working days. The number of days that the scheduled work is actually impacted by adverse weather shall be recorded weekly during the construction period.

For delay of critical work from adverse weather experienced during the prior week's work, the Contractor is required to submit a written claim request for additional contract time no later than the next normally scheduled weekly project meeting,

The City may convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associates with any such contract time extensions.

108.8 GUARANTEE AND WARRANTY PROVISIONS:
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

108.12 AUTHORIZED SIGNATURES:
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

108.13 SUBSTANTIAL COMPLETION:
(revise to include new section)

The project is substantially complete and liquidated damages will no longer be assessed when all of the following have occurred:

(A) All original bid items of work have been completed, accepted and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager.

Once substantial completion is granted, the Contractor shall actively work to achieve Final Acceptance of the construction phase of the Contract within 15-calendar days from the Substantial Completion date of that phase. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance.

The Contractor is responsible for maintenance and repairs of any project work until final acceptance, at which time the City will accept the improvements for operation and maintenance.

108.14 SUSPENSION and TERMINATION:
(revise to include new section)

City's Right to Stop Work

City may, at its discretion and without cause, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

Termination for Convenience

Upon receipt of written notice to Contractor, City may, at its discretion and without cause, elect to terminate this Agreement. In such event, City shall pay Contractor only the direct value of its completed Work and materials supplied as of the date of termination. Contractor shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property

related to this Agreement that is in the possession of Contractor and in which the City has or may acquire an interest.

6. Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from Contractor's failure to perform as required under this Agreement.
3. Contractor shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that Contractor would have sustained a loss on the entire Work had they been completed, Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

The City's Right to Perform and Terminate for Cause

If the City provides Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, City may provide written notice to Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Contractor's receipt of such notice.

If Contractor fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to Contractor of its intent to terminate within an additional seven (7) day period.

If Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then City may declare this Agreement terminated for default by providing written notice to Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall be obligated to pay the difference to City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the re-procurement and defense of claims arising from Contractor's default.

If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES: (revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

PART 200 - EARTHWORK

SECTION 201 - CLEARING AND GRUBBING

201.3 CONSTRUCTION METHODS: (revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

SECTION 205 - ROADWAY EXCAVATION

SECTION 205 – ROADWAY EXCAVATION

205.1 DESCRIPTION

(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

205.2 UNSUITABLE MATERIAL:

(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

205.3 MEASUREMENT

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

PART 300 -- STREETS AND RELATED WORK

SECTION 301 - SUB-GRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test

roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

336.2 MATERIALS AND CONSTRUCTION METHODS:

336.2.1 PAVEMENT WIDENING OR EXTENSIONS:

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.5 GENERAL TRAFFIC REGULATIONS:

(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

401.7 PAYMENT:
(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 425 TOPSOIL

425.2 MATERIALS:
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

425.4 MEASUREMENT:
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

425.5 PAYMENT:
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 431 – EROSION CONTROL
(revise to include new section as follows)

431.1 DESCRIPTION

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (<http://az.gov/webapp/noi/main.do>) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

432.1 NATIVE SEEDING

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

Annual ryegrass	(<i>Lolium multiflorum</i>)	30 lbs/acre
Oats	(<i>Avena sativa</i>)	60 lbs/acre
Regreen©	(<i>Triticum aestivum x Elytrigia elongata</i>)	30 lbs/acre

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

440.10. (D) SEQUENCING
(add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.*)

PART 600 - WATER AND SEWER

SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2 EXCAVATION:

601.2.1 GENERAL:
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation

Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

PART 700 - MATERIALS

SECTION 710 - ASPHALT CONCRETE

710.1 GENERAL: (revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

End of Document

ITEM 7.0 - SPECIAL PROVISIONS

SPECIAL PROVISIONS

For the

**Rio de Flag Wastewater Reclamation Plant
UV System Replacement Project
Project No. WW-3319**

SCOPE OF WORK

This project shall consist of furnishing and installing a new Ultraviolet Light (UV) disinfection system in two (2) existing UV channels located at the Operations Building of the Rio de Flag Wastewater Reclamation Plant (WRP). The work also includes removing the existing UV system and components, and associated concrete modifications, electrical, and instrumentation as shown on the drawings and specified herein to provide a complete and operable system in accordance with the manufacturer's recommendations. The construction shall be completed at any time as scheduled by the Owner without shutdown of the Rio de Flag WRP. The existing system will be removed and the new system will be installed in Channel 1 while the existing system will remain operational in Channel 2. When the new system is fully functional in Channel 1, system replacement will begin in Channel 2. Work involved is briefly summarized herein.

Channel 1 construction

- Protect UV Channel 2 from dust and debris so that it can remain operational during Channel 1 construction.
- Hydraulically isolate UV Channel 1, remove existing slide gate and automatic gate controllers.
- Remove UV modules, cables, and power distribution centers for Channel 1.
- Remove existing concrete fill and baffles from UV Channel 1. Note that the power distribution center for Channel 2 must remain in service during construction in Channel 1.
- Construct new baffle in Channel 1.
- Install a concrete pad for the electrical cabinets.
- Install new fabricated stainless steel slide gate and fixed finger weir.
- Install UV System module in Channel 1.
- Install wiper and electric lift control boxes for Channel 1.
- Install UV transmittance, low water level, ultrasonic level sensors as per Construction Drawings.
- Install ballast and system control panels.
- Provide power to UV modules, ballast and control panels.
- Field commission, start-up and test the new system.

Channel 2 construction

- Protect new equipment and continue operation of Channel 1.
- Hydraulically isolate UV Channel 2 and remove existing slide gate and automatic gate controllers.
- Remove UV modules, cables, power distribution centers for Channel 2.
- Remove existing concrete fill and baffles in UV Channel 2.

- Construct new baffle in the channel as per Construction Drawings.
- Install new fabricated stainless steel slide gate and fixed finger weir.
- Install UV System module in Channel 2.
- Install wiper and electric lift control boxes for Channel 2.
- Install UV transmittance, low water level, and ultrasonic level sensors as per Construction Drawings.
- Install ballast and system control panels.
- Provide power to UV modules, ballast and control panels.
- Field commission, start-up and test the new system as per Manufacturer's instructions.
- Miscellaneous electrical upgrades as indicated in the Drawings and signage installation.

UV System will include:

1. UV Modules (Including Lamps, Sleeves and Wipers)
2. Support Framework
4. Electrical Components (Ballast Enclosures, Wiping System, Automatic Lifting System)
5. UV Intensity Sensors, Level Sensors, Transmittance Monitor
7. Control Panel
9. Fixed Water Control level Weir

The electrical and instrumentation work includes providing all labor, materials, equipment, equipment documentation, and incidentals as shown on the Drawings, specified and required to furnish, install, calibrate, test, start-up, commission and place into satisfactory operation all control panels and/or enclosures. Contractor shall coordinate the installation of all items specified herein and is required to ensure the complete and proper interfacing of all the components and systems.

SPECIAL PROVISIONS

Based on a comprehensive review of the current UV systems available in the market, the City has selected Wedeco DURON UV system to replace the existing system. Hence, all the design documents are based on a Wedeco DURON UV system.

Crane

Contractor is responsible for all costs associated with the safe loading, delivery and unloading of the equipment to the jobsite. A crane may be required to remove the existing system or load new equipment.

Working Hours

Normal plant work hours are Monday through Thursday 7AM - 5 PM. Work on weekends or after hours is allowed if the City has given prior written permission. The hours during which such weekend work will be allowed will be specified in written correspondence from the Owner.

MEASUREMENT AND PAYMENT

Bid Item No. 1: Submittals

1. Measurement for payment will be based upon the approval of the project submittals by the Owner.

2. Payment for the UV System submittals shall be based on the lump sum price named in the Proposal, which price shall constitute full compensation.

Bid Item No. 2: Furnishing of Wedeco DURON UV System

1. Contractor to list Equipment manufacturer and model number on bid schedule.
2. Measurement for payment will be based upon the delivery and inspection of the UV system, including ancillary components. The delivery inspection report must be accepted by the Owner.
3. Payment for furnishing the UV system package shall be based on the lump sum price named in the Proposal, which price shall constitute full compensation.

Bid Item No. 3: Existing System Replacement and New UV System Installation

1. Measurement for payment will be based upon the installation of fully operational UV systems in both channels, including the removal and disposal of the existing system and will include bonds, insurance, permits, mobilization, demobilization, demolition, concrete work and all other work depicted on the contract drawings and referenced in the specifications.
2. Payment for the installation and replacement of the UV systems shall be based on the lump sum price named in the Proposal, which price shall constitute full compensation.

Bid Item No. 4: Electrical Equipment and Installation

1. Measurement for payment will be based upon the furnishing and installation of all electrical equipment and components needed for the completion of a fully operational UV system and associated instrumentation for operation, including local switches, the control panels, and any associated work.
2. Payment for the furnishing and installation of the electrical equipment and installation shall be based on the lump sum price named in the Proposal, which price shall constitute full compensation.

Bid Item No. 5: Instrumentation and Controls

1. Measurement for payment will be based upon furnishing and installing an instrumentation and control system required for a fully operational UV system.
2. Payment for instrumentation and controls shall be based on the lump sum price named in the Proposal, which price shall constitute full compensation.

Bid Item No. 6 Field Testing Services

1. Measurement for payment will be based upon completion of the testing that has been accepted by the Owner.
2. Payment for the field testing services shall be based on the lump sum price named in the Proposal, which price shall constitute full compensation.

Bid Item No. 7 Manufacturer's Training Services and Start-up

1. Measurement for payment will be based upon completion of manufacturer's training services and start-up and acceptance by the Owner.

2. Payment for the manufacturer's training services and start-up shall be based on the lump sum price named in the Proposal, which price shall constitute full compensation.

Bid Item No. 8: Operation and Maintenance Manuals

1. Measurement for payment will be based upon the acceptance of the manuals by the Owner and the delivery of the approved manuals to the Owner in the appropriate quantities and format. A minimum of three (3) copies of the manuals shall be provided to the City.
2. Payment for the operations and maintenance manuals shall be based on the lump sum price named in the Proposal, which price shall constitute full compensation.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Matthew Luhman, Accountant
Co-Submitter: Stacey Brechler-Knaggs, Grants and Contracts Manager; Heidi Derryberry, Finance Manager
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Consideration and Approval: 2018 FAA Passenger Facility Charge (PFC) Application

STAFF RECOMMENDED ACTION:

Approve the 2018 FAA Passenger Facility Charge (PFC) application and authorize the City Manager to make non-substantive adjustments as necessary to address FAA requests.

Executive Summary:

Authorize the notification to the Federal Aviation Administration (FAA) of the Flagstaff Airport's intent to impose the current PFC in the amount of \$4.50 per enplanement for the City match for multiple projects, as attached herein, for a total of \$713,623.

Financial Impact:

The City has numerous Airport capital projects planned with the Federal Aviation Administration and will initiate, and in many cases complete these projects within 5 years (FY 2019 - FY 2023). The City's share of these projects is projected to be \$713,623. Utilizing PFCs for the City's match on these projects would help reduce the annual General Fund transfer to the Airport Fund. Based on the airport's enplanement projections, the estimated time to recover the total City match of \$713,623 is by April 1, 2021. The project costs, once recognized will have the PFCs applied against the required City match. If any of the projects change or projects are deleted, the City would initiate an amendment process as outline by FAA PFC regulations.

Policy Impact:

There are no anticipated policy impacts.

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

This request is not associated with a specific Council goal, however is directly accountable to the standards of sound fiscal practices and effective financial management of the organization.

Has There Been Previous Council Decision on This:

1. June 16, 2009 - Approval for PFC collections in the amount of \$1,157,023.
2. February 9 & 10, 2012 - Budget Retreat. Direction to pursue an increased PFC level.
3. June 5, 2012 - Approval for increased PFC level of \$4.50 per enplanement from \$3.00 per enplanement.
4. May 19, 2015 - Approval for PFC collections in the amount of \$588,713.

Options and Alternatives:

Option 1: Approve as presented. This option continues the \$4.50 charge per enplanement for passengers boarding at the Pulliam Airport.

Option 2: Disapprove. This option would reduce the PFC revenues used to offset the City's match on capital projects and require the General Fund to increase revenue transfers for funding the Airport Capital Plan. PFCs are collected by most airports which use FAA grant funding.

Background/History:

The Passenger Facility Charge (PFC) Program allows the collection of PFC fees, up to \$4.50, for every enplaned passenger at commercial airports controlled by public agencies. Airports use these fees to fund FAA approved projects that enhance safety, security, or capacity; reduce noise; or increase air carrier competition. The Airport must submit a PFC application to the FAA to obtain authorization for imposition and use of PFC revenue for a specific eligible project. To qualify for the \$4.50 PFC fee, the FAA requires we meet the following criteria:

1. Preserve or enhance safety, security, or capacity of the national air transportation system;
2. Reduce noise or mitigate noise impacts resulting from an airport; or
3. Furnish opportunities for enhanced competition between or among air carriers. For example, expanded terminal capacity and access, additional aircraft services and facilities (i.e. waste disposal and food service for the newer extended flights and potential new air carriers).
4. The project costs requested for collection at \$4.50 cannot be paid for from funds reasonably expected to be available for the programs referred to in 49 U.S.C. 48103; and the rate is not being increased at this time.
5. In the case of a surface transportation or terminal project, the public agency has made adequate provision for financing the airside needs of the airport, including runways, taxiways, aprons, and aircraft gates.

The Flagstaff Airport project meets the criteria as set forth by the FAA.

The City is applying under the Streamlined PFC Application Procedures for Non-Hub Airports. The Streamlined Procedures may not be available at the exact time this application is presented to the FAA, in which case, the full PFC Application will be submitted. In January 1991, the City Council approved the use and collection of PFC revenue to pay for a portion of the Terminal Building and associated infrastructure. The City had been collecting \$3.00 per enplanement PFC since 1992. In 2012, the PFC level was increased to \$4.50 per enplanement.

The City of Flagstaff has a history of authorizations from the FAA from November 1, 2015 through today. The funding has totaled \$808,501 which will be fully collected by July 1, 2018. This application requests a new authorization to collect PFCs totaling \$713,623.

As the FAA has not yet approved the application, there is a possibility that minor changes might be requested regarding the application. Changes might include: presentation changes, removal of a specific future project in the event additional environmental studies are required, or some other FAA request as a part of this submission. Due to this possibility, it is requested that the City Manager be granted authority

to sign any such changes without returning to Council for approval. All changes are strictly restricted to reimbursement of PFC expenditures by the City of Flagstaff.

Key Considerations:

With the permission of the FAA, the City continues to collect PFCs while this application process is finalized. We have until March 1st to have the documentation approved by the FAA to continue to collect PFCs. Any funds collected, at this time, are placed in a restricted, interest bearing account. Upon FAA approval, the City moves 100% of the authorized funds into the unrestricted account for PFCs. Any funds obtained via PFCs reduces the Airport's burden on the General Fund.

Expanded Financial Considerations:

In the event this agenda item is declined, the City's General Fund will need to provide the City match for the Airport capital projects.

Community Benefits and Considerations:

This action allows the Airport to continue to collect PFC revenue which is used to help pay for Airport capital projects and reduce the General Fund contribution.


Community Involvement:

Inform.

The City is required as part of the application process, to provide written notice to the Air Carriers and hold a consultation Meeting with the Air Carriers. This meeting occurred on January 22, 2018 at 10:30 AM in the City Hall East Wing Conference Room. No airlines took the opportunity to call into the meeting or attend.

Attachments: FY19-FY23 FLG FAA ACIP
PFC Application and Attachements

Federal Aviation Administration and Arizona Department of Transportation
2019 Five-Year Capital Improvement Program
Project Request Data Sheet

Airport Name: Flagstaff Pulliam Airport		Sponsor Signature:  (Required)		Date: <u>8/17/2017</u> <u>2:04:56PM</u>	
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Fiscal Year	Project Map Identifier	Project Category	Project Total Amount	Project Component
2019	FY2019-FSL	Federal, State, and Local	\$1,000,000	Buildings:<Construct/Expand/Imp/Modify/Rehabilitate> <Snow Removal Equipment/Chemical Storage Building/etc.> - Standards
			Description: Design approximately 30,000 sf Snow Removal Equipment Building	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? N
			Justification: The facility will provide storage for critical airport snow removal equipment	Environmental Review Status? CatEx
2019	FY2019-FSL	Federal, State, and Local	\$400,000	Other:Improve Airport <Drainage/Erosion Control/Miscellaneous Improvements> - Standards
			Description: Design report to address drainage issues throughout the airport.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification: Following short duration high intensity rainfall events standing water attracts wildlife which presents hazards to flight operations.	Environmental Review Status? N/A
2019	FY2019-SL	State and Local	\$400,000	Airport Drainage Plan
			Description: Design report to address drainage issues throughout the airport.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification: Following short duration high intensity rainfall events standing water attracts wildlife which presents hazards to flight operations.	Environmental Review Status? N/A
2020	FY2019-FSL	Federal, State, and Local	\$5,000,000	Buildings:<Construct/Expand/Imp/Modify/Rehabilitate> <Snow Removal Equipment/Chemical Storage Building/etc.> - Standards
			Description: Construct approximately 30,000 sf Snow Removal Equipment Building	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? N
			Justification: The facility will provide storage for critical airport snow removal equipment	Environmental Review Status? CatEx

Federal Aviation Administration and Arizona Department of Transportation
2019 Five-Year Capital Improvement Program
Project Request Data Sheet

Airport Name: **Flagstaff Pulliam Airport**

Sponsor Signature: _____

(Required)

Date: 8/17/2017 2:04:56PM

<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2020	FY2020-SL	State and Local	\$2,000,000	Land For Protection (Safety Areas), Acquire	
				Description: Purchase 100 ± acres of Airport land, which contains Runway Protection Zone, Avigation Easement, Lake Mary Park land and the Water Treatment Plant	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
				Justification: Acquire property in the Airport Runway Protection Zone and surrounding areas.	Environmental Review Status? EA
2021	FY2021-FSL	Federal, State, and Local	\$2,200,000	Taxiways: Rehabilitate Taxiway - Reconstruct	
				Description: Rehabilitate Taxiway Alpha (A1-A6) 53,500 SY, Connectors (A7-A8) 2,500 SY, and Blast Pads 8,800 SY, total of 64,600 SY.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
				Justification: Mill and Overlay Alpha Taxiway which is reaching the end of its life.	Environmental Review Status? CatEx
2021	FY2021-SL	State and Local	\$500,000	Taxiway, Rehabilitate	
				Description: Restoration/sealcoat of the Westplex Hanger Area & Taxiway	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
				Justification: Restoration of existing hanger area and taxiway with an appropriate pavement structure to meet airport's traffic and fleet mix currently using the taxiway	Environmental Review Status? CatEx
2022	FY2022-FSL	Federal, State, and Local	\$4,000,000	Terminal Development: Expand Terminal Building - Capacity	
				Description: Terminal Building Expansion-Upgrade security locks, add access control, and closed circuit security cameras. Put in positive exit control lanes from ramp to terminal.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
				Justification: We have elevated from a Cat IV top Cat III security level and must have a positive access control to the SIDA	Environmental Review Status? CatEx

**Federal Aviation Administration and Arizona Department of Transportation
2019 Five-Year Capital Improvement Program
Project Request Data Sheet**

Airport Name: **Flagstaff Pulliam Airport**

Sponsor Signature: _____

(Required)

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2022	FY2022-SL	State and Local	\$400,000	Terminal, Construct/Expand	
			Description:	Design, existing ramp cannot accommodate same amount of aircraft due to larger aircraft here now.	Project shown on approved ALP? Y
			Justification:	Flagstaff is receiving larger aircraft, we went from Dash-8 to CRJ-700 in last five years.	Phase Project? Y
					FSL Pavement Maintenance Prj.? N
					Environmental Review Status? CatEx
2023	FY2023-FSL	Federal, State, and Local	\$2,200,000	Terminal Development: Expand Terminal Building - Capacity	
			Description:	Construct, existing ramp cannot accommodate same amount of aircraft due to larger aircraft here now.	Project shown on approved ALP? Y
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					FSL Pavement Maintenance Prj.? N
					Environmental Review Status? CatEx
2023	FY2023-SL	State and Local	\$500,000	Runway, Rehabilitate	
			Description:	Restoration/sealcoat of Runway 3/21	Project shown on approved ALP? Y
			Justification:	Restoration of existing runway with appropriate new surface course to maintain the same structural strenght of the original pavement.	Phase Project? N
					FSL Pavement Maintenance Prj.? N
					Environmental Review Status? CatEx



**Federal Aviation
Administration**
U. S. Department of Transportation

PASSENGER FACILITY CHARGE (PFC) APPLICATION

1. Application Type (Check all that apply)

- ☒ a. Impose PFC Charges
- ☐ b. Use PFC Revenue
- ☐ c. Amend PFC No. _____

FAA USE ONLY

Date Received _____

PFC Number _____

PART I

2. Public Agency Name, Address, and Contact Person

Agency Name City of Flagstaff

Address 211 West Aspen Avenue

City, State, ZIP Flagstaff, AZ 86001

Contact Person Matthew Luhman (928) 213-2220

3. Airport(s) to Use

Flagstaff Pulliam Airport

4. Consultation Dates

a. Date of Written Notice to Air Carriers:
12/21/2017

b. Date of Consultation Meeting with Air Carriers: 01/22/2018

c. Date of Public Notice
12/21/2017

PART II

5. Charges

a. Airport to Impose	b. Level	c. Total Estimated PFC Revenue by Level	d. Proposed Effective Date:	e. Estimated Expiration Date:
Flagstaff Pulliam Airport	<input type="checkbox"/> \$1.00 <input type="checkbox"/> \$2.00 <input type="checkbox"/> \$3.00	Impose _____	07/01/2018	04/01/2021
		Use _____		
	<input type="checkbox"/> \$4.00 <input checked="" type="checkbox"/> \$4.50	Impose \$713,623		
		Use \$713,623		

PART III

6. Attachments (Check all that Apply)

Attached	Submitted with Application Number	Document
a. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Airport Capital Improvement Plan
b. <input checked="" type="checkbox"/>	<input type="checkbox"/> Not Required	Project Information (Attachment B)
c. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Air Carrier Consultation and Public Notice Information
d. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Request to Exclude Class(es) of Carriers
e. <input type="checkbox"/>	<input type="checkbox"/> Not Required	Alternative Uses/Projects
f. <input type="checkbox"/>	<input type="checkbox"/> Not Required	Competition Plan/Update
g. <input checked="" type="checkbox"/>	<input type="checkbox"/>	ALP/Airspace/Environmental
h. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Notice of Intent Project Information
i. <input checked="" type="checkbox"/>	<input type="checkbox"/>	Assurances Certification Letter

PART IV

7. With respect to this PFC application I hereby certify as follows:

To the best of my knowledge and belief, all data in this application are true and correct;
 This application has been duly authorized by the governing body of the public agency;
 The public agency will comply with the assurances (Appendix A to Part 158) if the application is approved;
 For those projects for which approval to use PFC revenue is requested, all applicable ALP approvals, airspace determinations, and environmental reviews required by the National Environmental Policy Act have been completed.
 If required, the public agency has submitted a competition plan in accordance with 49 U.S.C. 47106(f); and
 If required by 49 U.S.C. 40117(d)(4), adequate provision for financing the airside needs, including runways, taxiways, aprons, and gates, has been made by the public agency.

a. Typed Name of Authorized Representative

Josh Copley

b. Title
City Manager

d. E-mail Address
jcopley@flagstaffaz.gov

c. Telephone Number
(928) 213-2081


e. Fax Number
(928) 213-2209

f. Signature of Authorized Representative

g. Date Signed

Paperwork Reduction Act Statement: This form is the FAA's primary source for collecting information for the authority to collect PFC revenue for airport development. This information is used to determine the eligibility and justification of airport development projects regarding safety, security, or capacity of the national air transportation system; or which reduce noise or mitigate noise impacts resulting from an airport; or furnish opportunities for enhanced competition between or among air carriers. It is estimated that it will take approximately 5-80 hours to fill out the application depending on the complexity. The use of the form is required to obtain FAA approval of authority to collect PFC revenue (49 U.S.C. 40117(c)). No assurance of confidentiality is necessary or provided. It should be noted that an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The OMB control number associated with this collection of information is 2120-0557. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave. SW, Washington, DC, 20591, Attn: Information Collections Clearance Officer, AIO-20.

Federal Aviation Administration and Arizona Department of Transportation
2019 Five-Year Capital Improvement Program
Project Request Data Sheet

Airport Name: Flagstaff Pulliam Airport		Sponsor Signature:  (Required)		Date: <u>8/17/2017</u> <u>2:04:56PM</u>	
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Fiscal Year	Project Map Identifier	Project Category	Project Total Amount	Project Component
2019	FY2019-FSL	Federal, State, and Local	\$1,000,000	Buildings:<Construct/Expand/Imp/Modify/Rehabilitate> <Snow Removal Equipment/Chemical Storage Building/etc.> - Standards
			Description: Design approximately 30,000 sf Snow Removal Equipment Building	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? N
			Justification: The facility will provide storage for critical airport snow removal equipment	Environmental Review Status? CatEx
2019	FY2019-FSL	Federal, State, and Local	\$400,000	Other:Improve Airport <Drainage/Erosion Control/Miscellaneous Improvements> - Standards
			Description: Design report to address drainage issues throughout the airport.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification: Following short duration high intensity rainfall events standing water attracts wildlife which presents hazards to flight operations.	Environmental Review Status? N/A
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Federal Aviation Administration and Arizona Department of Transportation
2019 Five-Year Capital Improvement Program
Project Request Data Sheet

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Sponsor Signature: _____

(Required)

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			Description:	Rehabilitate Taxiway Alpha (A1-A6) 53,500 SY, Connectors (A7-A8) 2,500 SY, and Blast Pads 8,800 SY, total of 64,600 SY.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
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**Federal Aviation Administration and Arizona Department of Transportation
2019 Five-Year Capital Improvement Program
Project Request Data Sheet**

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Sponsor Signature: _____

(Required)

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			Justification:	Restoration of existing runway with appropriate new surface course to maintain the same structural strenght of the original pavement.	Phase Project? N
					FSL Pavement Maintenance Prj.? N
					Environmental Review Status? CatEx

Subject: NOI Web Posting/Public Notice

<http://www.flagstaff.az.gov/1541/Flagstaff-Airport>

ivicPlus Messages	2	Notice of Intent for Passenger Facility Charges for Flagstaff Airport Znetko, Creag	Document Center	1 month ago <i>Published</i>	
y Messages		Airport Services	Pages	1 month ago	

Flagstaff Airport

Flagstaff Airport

Flagstaff Airport is dedicated to providing quality service to meet the community's ever growing transportation needs.



[Tarmac Delay Contingency Plan](#)

[Notice of Intent for Passenger Facility Charges for Flagstaff Pulliam Airport](#)

[Flagstaff Airport Master Plan](#)

The Flagstaff Airport Master Plan has been initiated by the City of Flagstaff to properly plan airport to ensure its continued viability from a functional, social, and environmental perspective.



City of Flagstaff

March 21, 2017

Amy Fuller-Lyman
Alaska Airlines
19300 International Blvd.
Seattle, WA 98188

Dear Ms. Fuller-Lyman,

The City of Flagstaff is planning to submit an **application amendment** to the Federal Aviation Administration (FAA) for authority to impose a passenger facility charge for multiple projects. The legislation enabling the City to impose PFCs is contained in FAA 14 CFR Part 158, Passenger Facility Charges; Final Rule. This letter serves as official notice to Alaska Airlines of the City's intent to submit such application. Within 30 days of the date of this notice, Alaska Airlines must provide the City with written acknowledgement that it received the notice.

In addition to providing this letter as notice of the City's intent to impose and use PFCs, the City is required to meet with air carriers operating at the Flagstaff Pulliam Airport to present the proposed project to be funded by PFC revenue. This meeting is scheduled for April 25, 2017 at 10:30 AM in the Flagstaff City Hall East Wing Conference Room. If unable to attend in person, the meeting can be joined by dialing the City's conference line at 1-877-820-7831 and entering Guest Passcode: 397188#

Within 30 days following the consultation meeting, each carrier must provide the City with a certification of its agreement or disagreement with the amended project. A certification of disagreement shall contain the reasons for such disagreement. The absence of such reasons shall void a certification of disagreement. If a carrier fails to provide the City with timely acknowledgement of this notice or timely certification of agreement or disagreement with the proposed projects, the carrier is considered to have certified its agreement.

It is the City's intent to impose and use the revenue generated by PFCs to partially fund the amended FAA project as detailed in the attached Notice of Intent.

The City is also requesting to exclude all nonscheduled/on-demand class of air carriers. Carriers in this exclusion include: Jet Solutions LLC and Netjets Aviation, Inc. In City of Flagstaff's fiscal year 2016, the total enplanements in this class were 269 or 0.46% of total enplanements. The purpose of this request is to reduce the burden of collection and reporting to those air carriers who are not substantial users of the airport. It is believed the amount of money which would be collected and remitted by these carriers compared to the cost to the air carriers of collection and reporting would create an undue burden on those carriers.

At or before the meeting, the City will provide the air carriers with:

- 1) A project description;
- 2) An explanation of the need for the project; and
- 3) A detailed financial plan for the project, including:
 - a) The estimated allowable project costs allocated to major project elements;
 - b) The anticipated total amount of PFC revenue that will be used to finance the project; and
 - c) The source and amount of other funds used to finance the projects.

If you do not intend to attend this meeting, but have no objections to our request, please send a letter to me within 30 days of the date of this letter indicating your airlines position.

We look forward to receiving your acknowledgement of this notice and hope to see you at the meeting.

Sincerely,



Barney Helmick
Airport Director
Flagstaff Pulliam Airport

Attachment: Notice of Intent, Attachment C

cc: Stacey Brechler-Knaggs, Grants Manager
Heidi Derryberry, Finance Manager
Matthew Luhman, Accountant



City of Flagstaff

March 21, 2017

Lorin Carr
American Airlines
U.S. Air
4333 Amon Carter Blvd. MD 5217
Fort Worth, TX 76155

Dear Mr. Carr,

The City of Flagstaff is planning to submit an **application amendment** to the Federal Aviation Administration (FAA) for authority to impose a passenger facility charge for multiple projects. The legislation enabling the City to impose PFCs is contained in FAA 14 CFR Part 158, Passenger Facility Charges; Final Rule. This letter serves as official notice to American Airline and U.S. Air of the City's intent to submit such application. Within 30 days of the date of this notice, American Airline and U.S. Air must provide the City with written acknowledgement that it received the notice.

In addition to providing this letter as notice of the City's intent to impose and use PFCs, the City is required to meet with air carriers operating at the Flagstaff Pulliam Airport to present the proposed project to be funded by PFC revenue. This meeting is scheduled for April 25, 2017 at 10:30 AM in the Flagstaff City Hall East Wing Conference Room. If unable to attend in person, the meeting can be joined by dialing the City's conference line at 1-877-820-7831 and entering Guest Passcode: 397188#

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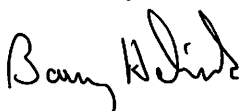
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We look forward to receiving your acknowledgement of this notice and hope to see you at the meeting.

Sincerely,



Barney Helmick
Airport Director
Flagstaff Pulliam Airport

Attachment: Notice of Intent

cc: Stacey Brechler-Knaggs, Grants Manager
Heidi Derryberry, Finance Manager
Matthew Luhman, Accountant



City of Flagstaff

March 21, 2017

Michael Thompson
SkyWest Airlines
444 So. River Road
St. George, UT 84790

Dear Mr. Thompson,

The City of Flagstaff is planning to submit an **application amendment** to the Federal Aviation Administration (FAA) for authority to impose a passenger facility charge for multiple projects. The legislation enabling the City to impose PFCs is contained in FAA 14 CFR Part 158, Passenger Facility Charges; Final Rule. This letter serves as official notice to SkyWest Airlines of the City's intent to submit such application. Within 30 days of the date of this notice, SkyWest Airlines must provide the City with written acknowledgement that it received the notice.

In addition to providing this letter as notice of the City's intent to impose and use PFCs, the City is required to meet with air carriers operating at the Flagstaff Pulliam Airport to present the proposed project to be funded by PFC revenue. This meeting is scheduled for April 25, 2017 at 10:30 AM in the Flagstaff City Hall East Wing Conference Room. If unable to attend in person, the meeting can be joined by dialing the City's conference line at 1-877-820-7831 and entering Guest Passcode: 397188#

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Barney Helmick
Airport Director
Flagstaff Pulliam Airport

Attachment: Notice of Intent

cc: Stacey Brechler-Knaggs, Grants Manager
Heidi Derryberry, Finance Manager
Matthew Luhman, Accountant

**City of Flagstaff
Flagstaff Pulliam Airport
Passenger Facility Charges Application
Minutes from Consultation Meeting – January 22, 2018 10:30 AM (Arizona time)
City Hall, East Wing Conference Room**

Attendees:

- Barney Helmick, Pulliam Airport Manager
- Stacey Brechler-Knaggs, City of Flagstaff Grants Manager
- Heidi Derryberry, City of Flagstaff Finance Manager
- Matthew Luhman, City of Flagstaff Accountant

Discussion:

- Stacey and Matthew provided an overview of the reasons for this PFC application:
- Barney provided a summary of the projects to be covered by this PFC application.
- Barney has had discussions with the following individuals on behalf of their airlines. The synopsis follows:
 - Lorin Carr, Manager, American Airline and U.S. Air. Loren indicated that there are no objections to the City of Flagstaff PFC request.
 - Michael Ostler, Manager, Skywest Airlines. Michael indicated that there are no objections to the City of Flagstaff PFC request.
 - Levon Johnson, Manager, Alaska Airlines. Levon indicated that there are no objections to the City of Flagstaff PFC request.
- None of the airlines noted above have sent an e-mail or any other written response to the City.
- There have been no public responses to the public posting of this PFC request.

Meeting concluded at 11:00 AM Arizona time.

Follow-Up phone calls and substance of the conversations: None.

**NOTICE OF INTENT
TO IMPOSE A PASSENGER FACILITY CHARGE
FOR THE
FLAGSTAFF PULLIAM AIRPORT – PFC AMENDMENT**

NOTICE IS HEREBY GIVEN THAT the City of Flagstaff will be applying for an amendment to its currently approved Passenger Facility Charges (PFCs) in order to extend the timeline for all of these PFCs as well as increase the required funding to one of the following projects at the Flagstaff Pulliam Airport. The completion of the projects is noted within each description. The following information is presented as required by the Federal Aviation Administration 14 CFR Part 158 Subsection 158.23.

AMENDED PFC PROJECT

PROJECT: AIP 41 – 3-04-015-041-2015 Project Cost: \$10,240,715
Construction - Mill & Overlay Runway 3/21

DESCRIPTION: Construction of the project for the Resurface and Restripe of Runway 3/21 as developed in the Design Mill & Overlay Runway 3/21 project above. Completion estimated to be 2017.

JUSTIFICATION: Construction including Mill and Overlay of Runway 3/21 as designed in project above. Runway surface is experiencing excessive amounts of aggregate separation. The surface is over eight years old at present and will be over 10 at that time. Extreme weather conditions and usage have aged it rapidly. PCI was 60 in 2013.

ESTIMATED PFC REVENUE USED: **\$915,520**

EXISTING PFC PROJECTS

PROJECT: AIP 38 – 3-04-0015-038-2015 **Project Cost: \$322,315**
Design for Mill & Overlay Runway 3/21

DESCRIPTION: Design Mill and Overlay Runway 3/21. Design project estimated to be completed 2017.

JUSTIFICATION: Design for Mill & Overlay project planned for construction in FY 2016. Runway surface is experiencing excessive amounts of aggregate separation. The surface is over eight years old at present and will be over 10 at that time. Extreme weather conditions and usage have aged it rapidly. PCI was 60 in 2013. Completion date estimated to be 2016.

ESTIMATED PFC REVENUE USED: **\$14,408**

PROJECT: **AIP 39 – 3-04-0015-039-2015** **Project Cost: \$549,089**
Airport Master Plan with Aeronautical Survey (AGIS)

DESCRIPTION: Airport Master Plan with AGIS. The last Airport Master Plan was completed in 2007. It is time to update the Airport Master Plan to meet not only the current but future needs of the airport. Many of the future needs are not addressed in the last Airport Master Plan. An AGIS survey has not been done at Flagstaff Airport, this would allow the airport to provide accurate information to the FAA and NGS Aeronautical Survey Program as well as working in the eALP. The AGIS would be done under AC 140/5300-18B and Airport and provide critical information for the operation and safety of the NAS. Completion date estimated to be 2018.

JUSTIFICATION: This update would allow public input into the future needs of the Airport and provide for the future. It will give direction and allow discussion of options to better meet the needs of our community. The Airport can get recommendations that assist with the current and future needs.

ESTIMATED PFC REVENUE USED: \$24,545

PROJECT: **AIP40 – 3-04-0015-040-2016** **Project Cost: \$164,727**
Wildlife Hazard Assessment

DESCRIPTION: Conduct Wildlife Hazard Assessment and Wildlife Hazard Management Plan.

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

ESTIMATED PFC REVENUE USED: \$7,364

PFC LEVEL: \$4.50 per enplanement

ESTIMATED TOTAL PFC REVENUE USED: \$961,837.00

PROPOSED CHARGE EFFECTIVE DATE: November 1, 2017 (earlier if permitted)

ESTIMATED CHARGE EXPIRATION DATE: July 1, 2020

ESTIMATED TOTAL PFC REVENUE COLLECTED: \$961,837.00

CONTACT INFORMATION:

Barney Helmick, Airport Director
Flagstaff Pulliam Airport
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 556-1234 Ext. 10

DATED: March 21, 2017

**PFC APPLICATION FOR THE FLAGSTAFF PULLIAM AIRPORT
ATTACHMENT C - ANTICIPATED FUNDING DISCLOSURE**

COMP OR AUTH FISCAL YEAR	PROJECT MAP IDENTIFIER	PROJECT NAME	PROJECT TOTAL AMOUNT	FEDERAL SHARE	STATE SHARE	LOCAL SHARE
2015	Revised 03/17/15	AIP 38 – 3-04-0015-038-2015 Design for Mill & Overlay Runway 3/21	\$ 322,315	\$ 293,500	\$ 14,407	\$ 14,408
2016	Est. FY2017	AIP 41 – 3-04-015-041-2016 Construction - Mill & Overlay Runway 3/21	\$ 10,240,715	\$ 9,325,195	\$ 457,759	\$ 457,761
2016	2/11/2015	AIP 39 – 3-04-0015-039-2015 Airport Master Plan with Aeronautical Survey (AGIS)	\$ 549,089	\$ 500,000	\$ 24,544	\$ 24,545
2016	FY2017-FSL	AIP40 – 3-04-0015-040-2016 Wildlife Hazard Assessment	\$ 164,727	\$ 150,000	\$ 7,363	\$ 7,364
TOTAL			\$ 11,276,846	\$ 10,268,696	\$ 504,073	\$ 504,077

City of Flagstaff
Flagstaff Pulliam Airport
PFC Application
Request to Exclude Class(es) of Carriers

The City of Flagstaff requests that collection of PFC's not be required by certain classes of carriers for which the number of passengers enplaned annually is no more than one percent of the total number of passengers enplaned annually at Flagstaff Pulliam Airport. The class we are requesting to be excluded is nonscheduled/on-demand air carriers in addition to and along with, the following aeronautic activities which by definition are excluded including sightseeing, military charters, fire jumping, and most life-flight/medivac. The purpose of this request is to reduce the burden of collection and reporting to those air carriers who are not substantial users of the Flagstaff Pulliam Airport. It is believed the amount of money which would be collected and remitted by these carriers compared to the cost to the air carrier for collection and reporting, would result in an undue burden. In the consultation meeting letter to the airlines we disclosed the City's intention to exempt from the PFC collection process these particular classes of carriers. None of the air carriers took issue with this intention.

According to the enplanement by individual carriers for calendar year 2016 report provided by the FAA, the total enplanements were 64,578, and of that total, 642 were nonscheduled/on demand air carriers. This equals 0.99% percent of total annual enplanements. The City of Flagstaff is therefore requesting that collection of PFC's not be required by this class of carriers.

(Note: Above percentage is most up-to-date value until request to FAA for the most recent number of enplanements that were nonscheduled/on demand air carriers. Currently the above percentage is not anticipated to change significantly once the FAA provides an update.)

Attachment G – AIRPORT LAYOUT PLAN (ALP), AIRSPACE, AND ENVIRONMENTAL FINDINGS

Projects not required to be shown on the ALP

1. Wildlife Hazard Assessment – AIP 40, 3-04-0015-040-2016
2. Aircraft Rescue Vehicle and Equipment
3. Expand Terminal Building Capacity-Terminal Building Capacity Security

Projects not required to have airspace findings

1. Wildlife Hazard Assessment – AIP 40, 3-04-0015-040-2016
2. Aircraft Rescue Vehicle and Equipment
3. Design of Snow Removal Equipment Building
4. Design of Improvements to Airport Drainage
5. Construction Snow Removal Equipment Building
6. Rehabilitate Taxiway Alpha
7. Expand Terminal Building Capacity-Terminal Building Capacity Security
8. Expand Terminal Building Capacity-Construct/expand existing ramp

List of all projects with their environmental determination dates

1. Wildlife Hazard Assessment – AIP 40, 3-04-0015-040-2016 – Not Applicable
2. Aircraft Rescue Vehicle and Equipment – Not Applicable
3. Design of Snow Removal Equipment Building – CATEX To Be Submitted
4. Design of Improvements to Airport Drainage – CATEX To Be Submitted
5. Construction Snow Removal Equipment Building – CATEX To be Submitted
6. Rehabilitate Taxiway Alpha – CATEX To Be Submitted
7. Expand Terminal Building Capacity-Terminal Building Capacity Security – Not Applicable
8. Expand Terminal Building Capacity-Construct/expand existing ramp – CATX To Be Submitted

City of Flagstaff
Flagstaff Pulliam Airport
PFC Application

The City of Flagstaff hereby assures and certifies, with respect to this project that:

1. **Responsibility and authority of the public agency.** It has the legal authority to impose a PFC and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the public agency's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the public agency to act in connection with the application.
2. **Compliance with regulation.** It will comply with all provisions of 14 CFR Part 158.
3. **Compliance with state and local laws and regulations.** It has complied, or will comply, with all applicable State and local laws and regulations.
4. **Environmental, airspace and airport layout plan requirements.** It will not use PFC revenue on a project until the FAA has notified the public agency that:
 - (a) Any actions required under the National Environmental Policy Act of 1969 have been completed;
 - (b) The appropriate airspace finding has been made; and
 - (c) The FAA Airport Layout Plan with respect to the project has been approved.
5. **Nonexclusivity of contractual agreements.** It will not enter into an exclusive long-term lease or use agreement with an air carrier or foreign air carrier for projects funded by PFC revenue. Such leases or use agreements will not preclude the public agency from funding, developing, or assigning new capacity at the airport with PFC revenue.
6. **Carryover provisions.** It will not enter into any lease or use agreement with any air carrier or foreign air carrier for any facility financed in whole or in part with revenue derived from a passenger facility charge if such agreement for such facility contains a carryover provision regarding a renewal option which, upon expiration of the original lease, would operate to automatically extend the term of such agreement with such carrier in preference to any potentially competing air carrier or foreign air carrier seeking to negotiate a lease or use agreement for such facilities.
7. **Competitive access.** It agrees that any lease or use agreements between the public agency and any air carrier or foreign air carrier for any facility financed in whole or in part with revenue derived from a passenger facility charge will contain a provision that permits the public agency to terminate the lease or use agreement if:

- (a) The air carrier or foreign air carrier has an exclusive lease or use agreement for existing facilities at such airport; and
- (b) Any portion of its existing exclusive use facilities is not fully utilized and is not made available for use by potentially competing air carriers or foreign air carriers.

8. Rates, fees, and charges.

- (a) It will not treat PFC revenue as airport revenue for the purpose of establishing a rate, fee or charge pursuant to a contract with an air carrier or foreign air carrier.
- (b) It will not include in its rate base by means of depreciation, amortization, or any other method, that portion of the capital costs of a project paid for by PFC revenue for the purpose of establishing a rate, fee or charge pursuant to a contract with an air carrier or foreign air carrier.
- (c) Notwithstanding the limitation provided in subparagraph (b), with respect to a project for terminal development, gates and related areas, or a facility occupied or used by one or more air carriers or foreign air carriers on an exclusive or preferential basis, the rates, fees and charges payable by such carriers that use such facilities will be no less than the rates, fees and charges paid by such carriers using similar facilities at the airport that were not financed by PFC revenue.

9. Standards and specifications. It will carry out the project in accordance with FAA airport design, construction and equipment standards and specifications contained in advisory circulars current on the date of project approval.

10. Recordkeeping and Audit. It will maintain an accounting record for audit purposes for 3 years after physical and financial completion of the project. All records must satisfy the requirements of 14 CFR part 158 and contain documentary evidence for all items of project costs.

11. Reports. It will submit reports in accordance with the requirements of 14 CFR part 158, subpart D, and as the Administrator may reasonably request.

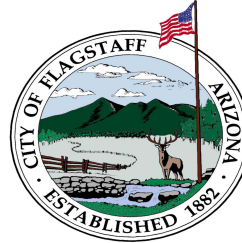
12. Compliance with 49 U.S.C. 47523 through 47528. It understands 49 U.S.C. 47524 and 47526 require the authority to impose a PFC be terminated if the Administrator determines the public agency has failed to comply with those sections of the United States Code or with the implementing regulations published under the Code.

Josh Copley, City Manager

Date

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Tiffany Antol, Current Planning Manager
Co-Submitter: Neil Gullickson
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2018-10: An ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 1.502 acres of real property generally located at 3051 W Shamrell Boulevard from the Research and Development (RD) zone to the Highway Commercial (HC) zone for the development of an Automotive Service Station with Convenience Store. ***(Swift Travel Center Direct to Ordinance Zoning Map Amendment)***

STAFF RECOMMENDED ACTION:

At the February 6, 2018 Council Meeting:

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2018-10 by title only for the first time
- 3) City Clerk reads Ordinance No. 2018-10 by title only (if approved above)

At the February 20, 2018 Council Meeting:

- 4) Read Ordinance No. 2018-10 by title only for the final time
- 5) City Clerk reads Ordinance No. 2018-10 by title only (if approved above)
- 6) Adopt Ordinance No. 2018-10

Executive Summary:

A Direct to Ordinance Zoning Map Amendment request for approximately 1.502 acres located at 3051 W Shamrell Boulevard from the Research and Development (RD) zone to the Highway Commercial (HC) zone for the development of an Automotive Service Station with Convenience Store. Please see the attached vicinity map for location.

The Flagstaff Planning & Zoning Commission conducted a public hearing to consider the zoning map amendment request on January 10, 2018. The Commission voted (6-0) to forward the request with a recommendation of approval with conditions.

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts from this Direct to Ordinance Zoning Map Amendment.

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

Council Goals:

Economic Development - Grow and strengthen a more equitable and resilient economy.

Team Flagstaff Goals

Strategic priority #3: Foster a resilient and economically prosperous city

Regional Plan:

A complete analysis of the regional plan goals and policies can be found in the attached project narrative and memorandum from the Comprehensive Planning Manager, Sara Dechter.

Has There Been Previous Council Decision on This:

There have been no recent council actions on this property.

Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background/History:

Tract 5B of the Pulliam Airport Airpark, Unit 2 Amended is owned by the City and has been developed under a long-term lease to Pulliam V LLC., who has held the lease since the late 1990's. Currently, the property consists of four separate buildings, which primarily house office and research uses. The proposed automobile service station portion of tract 5B, the area to be rezoned, is being subleased to Swift Travel Center.

This application is for a Direct to Ordinance Rezoning with a Site Plan, which is discussed in detail in Section 10-20.20.040 of the Zoning Code, which is a rezoning request that is conditioned to a site plan reviewed and approved by the City's Inter-Division Staff (IDS). This process will allow the applicant to proceed onto civil and building permit review if the rezoning application request is approved by Council.

Development of the site consists of a 4,746 square foot single-story convenience store. The main entrance faces east on Shamrell Boulevard and parking is located between the store and the canopy that cover the five gasoline pumping stations. Two vehicle access points from Shamrell Boulevard are proposed. The site is located within the Resource Protection Overlay (RPO). Electric charging stations are to be located at the southern side of the store building, and a future compressed gas (CNG) pump station is anticipated and proposed to be in the northeasterly corner of the parking area.

Key Considerations:

A traffic impact analysis was not required for this application and no offsite improvements are being required of this development. The northerly access point onto the site has been designed to only facilitate right-in traffic. To exit the site, traffic must use the southerly access driveway.

The Water Services Division reviewed the proposed development and determined that there will be no significant impact to either water or sewer infrastructure off-site as a result of this project. Water is provided to the site from an existing 12-inch main located within Shamrell Boulevard. A private sewer line will be extended from the adjacent business park to serve this site.

The site and surrounding development are all serviced with a regional detention basin which is located south of this site. The original Drainage Impact Analysis performed for the subdivision anticipated impervious surface at this location and no additional expansion of the basin has been required.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report, dated January 10, 2018.

Community Involvement:

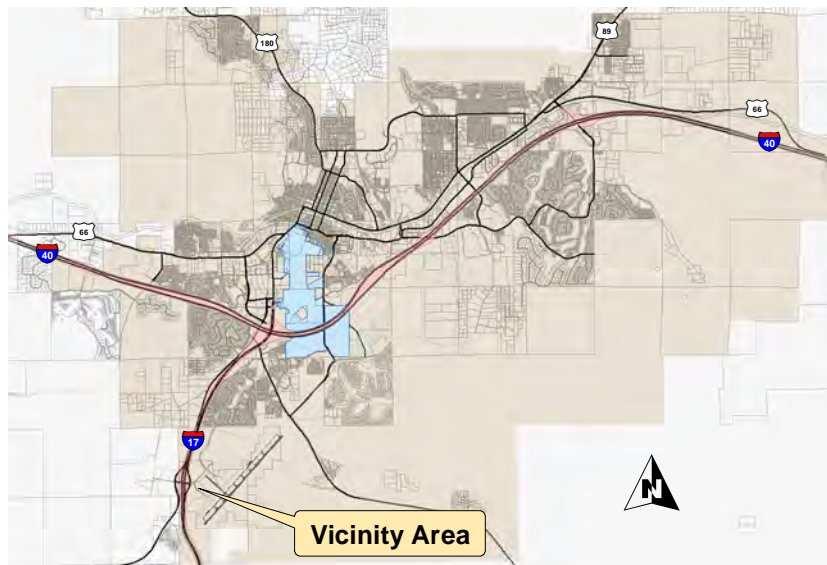
Public hearings before the Planning & Zoning Commission and the City Council are conducted in conjunction with requests for rezoning. In accordance with State statute, notice of public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site.

The applicant held a public information meeting on July 10, 2017. No one from the public attended the meeting. As of the preparation of this report staff has not received any comments regarding this application.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Direct to Ordinance Zoning Map Amendment as recommended by the Planning & Zoning Commission and staff by reading and adopting ordinance No. 2018-10.
- The City Council may approve the Direct to Ordinance Zoning Map Amendment with modified conditions.
- The City Council may deny the Direct to Ordinance Zoning Map Amendment.

Attachments: [Vicinity Map](#)
 [Planning & Zoning Commission Report](#)
 [Project Narrative](#)
 [Comprehensive Planning Memo](#)
 [Citizen Meeting Summary](#)
 [Site Plan](#)
 [Landscape Plan](#)
 [Color Elevations 1](#)
 [Color Elevations 2](#)
 [Ord. 2018-10](#)
 [Property Legal Description](#)



3099 W Shamrell Blvd



PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-16-00218-02

DATE: **January 2, 2018**
MEETING DATE: **January 10, 2018**
REPORT BY: **Neil Gullickson**

REQUEST

A Direct to Ordinance Zoning Map Amendment request from Ryan Smith Architects, on behalf of the property lessee, to rezone approximately 1.502 acres located at 399 South Shamrell Boulevard from the Research and Development (RD) zone to the Highway Commercial (HC) zoning district.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Direct to Ordinance Zoning Map Amendment to the City Council with a recommendation for approval with conditions.

PRESENT LAND USE:

The site consists of approximately 1.5 acres of vacant land.

PROPOSED LAND USE:

The applicant proposes to develop a 4,746 sq. ft. Automotive Service Station with Convenience Store, a 4,200-sq. ft. canopy with five pump stations, and four parking spaces with access to electrical charging stations.

NEIGHBORHOOD DEVELOPMENT:

North: JWP Boulevard and vacant land, Highway Commercial (HC) zone
East: Shamrell Boulevard vacant (RD) zone;
South: Flagstaff Airport Business Park (RD) zone
West: Interstate 17

REQUIRED FINDINGS:

STAFF REVIEW

An application for a Direct to Ordinance Zoning Map Amendment shall be submitted to the Planning Director for review, and a recommendation shall be prepared. The Planning Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall set forth whether the Zoning Map Amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied; shall include an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; and, a recommendation on the amendment based on the standards of the zones set forth in Section 10-40.20 "Establishment of Zones" of the Zoning Code (Page 40.20-1).

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS

All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the “City”) and will add to the public good as described in the General Plan; and the affected site is physically suitable in terms of design, location, shape, size and operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

STAFF REVIEW:

Introduction/Background

Tract 5B of the Pulliam Airport Airpark, Unit 2 Amended is owned by the City and has been developed under a long-term lease to Pullam V LLC., who has held the lease since the late 1990’s. Currently the property consists of four separate buildings, which primarily house office and research uses. The proposed automobile service station portion of tract 5B, the area to be rezoned, is being subleased to Swift Travel Centers. The Direct to Ordinance with a Site Plan process is discussed in detail in Section 10-20.50.040 of the Zoning Code, which can be best described as a rezoning request that is conditioned to a Site Plan reviewed and approved by the City’s Inter-Division Staff (IDS). This process will allow the applicant to proceed onto civil and building permit review if the rezoning application request is approved by Council without additional staff review of the Site Plan application.

Proposed Development

Proposed development on the subject property is classified by the Zoning Code as an Automotive Service Station. The development consists of a 4,746 sq. ft. single-story Convenience Store at 25-feet tall. The main entrance faces east on Shamrell Boulevard and parking is located between the store and the canopy that covers the five gasoline pumping stations. Each station can be accessed from either side of the pump. Two vehicle access points from Shamrell Boulevard. are proposed; the northerly is a new access; the southerly will be a shared access with the westerly two business’ park structures. A single, free-standing sign is proposed to be located adjacent to JW Powell Boulevard; screen walls are proposed to be built between parking areas and public streets. The site is located within the Resource Protection Overlay (RPO). Electric charging stations are to be located at the southerly side of the store building, and a future compressed natural gas (CNG) pump station is anticipated and proposed to be in the northeasterly corner of the parking area.

Pedestrian access is provided from the intersection of Pulliam and Shamrell Boulevard. To the front of the store, a secondary sidewalk runs from Shamrell Boulevard. A future Flagstaff Urban Trail System (FUTS) trail is proposed to run along the west side of the parcel; a new easement for this trail will be required as part of this application and will be attached as a condition to the zoning map amendment ordinance.

General Plan – Flagstaff Regional Plan (FRP 2030)

Summary

After review by the Planning and Development Services staff and the Economic Vitality staff, a fuel station proposal at 3099 W. Shamrell Blvd. within the Flagstaff Pulliam Airport “Airpark” meets the Regional Plan and the Airport Master Plan to “develop a business park that enhances and takes advantage of the economic activity surrounding the airport”. The proposal meets the goals and policies of the “Employment” area type, based on the description of complimentary commercial uses within the Flagstaff Regional Plan 2030. Therefore, no plan amendment will be required for this application, so long as the proposal does not change in a manner that reduces its benefits to the business park.

The previous paragraph is a summary of an internal memorandum from the Comprehensive Planning Manager that details the analysis used to determine if a regional plan amendment was required for this application. The memorandum in entirety is attached to this report. In addition to the staff’s memo, attached is the applicant’s comment on the regional plan’s support for this map amendment in their project narrative.

Zoning – City of Flagstaff Zoning Code

Upon approval of the Zoning Map Amendment request, approximately 1.5 acres will be rezoned to Highway Commercial (HC). The proposed commercial development shown on the site plan is considered a permitted use in the HC zone. In accordance with Section 10-20.50 of the Zoning Code (page 20.50-1), the Direct to Ordinance process requires the applicant to process a Site Plan application. Staff review of the Swift Travel Center Site Plan application has been completed and approved by the IDS Board. If the zoning map amendment is ultimately approved by the City Council, the applicant may submit for grading and building plan permit review. Attached to this report is a packet of plans that constitute the approved site plan.

Resource Protection

The subject property is located within the Resource Protection Overlay (RPO) zone, as defined by Section 10-50.90. of the Zoning Code (Page 50.90-2). The site has a significant amount of mature ponderosa pine trees. The applicant has provided resource calculations, which are located on sheet AS1.1; these calculations show development will maintain 32% of the forest resources. Development in the HC district is required to maintain 30% of the existing forest resource. No slope or flood plain resources are located on this site. This site plan meets the Zoning Code’s resource requirements.

Open Space

The Zoning Code identifies specific open space requirements for higher density residential development only. Open space for all other types of development is achieved through compliance with gross floor to area calculations and landscaping requirements. Development in the HC zone allows a building height of 60-feet; the proposed building is 25-feet tall at the highest point. Maximum gross floor area is 3.0; the proposed development covers 13.6% of the site and gross floor area is .136, meeting the code requirements.

Building Form and Architectural Design Standards

The Architectural Design Standards, division 10-50.20, page 50.20-1 are applicable to Site Plan review, and

therefore are included with this zoning map amendment application. Attached are elevations for the Commission's review. Referencing the Site Plan, sheets A2.1 and A2.2, the front doors of the convenience store face easterly toward Shamrell Boulevard.

Both the convenience store and the canopy are single story structures. The Convenience Store includes an aluminum and glass store front system, split faced and ground-face cement masonry units (CMU), metal and lap siding, and standing seam metal roofing. Building modulations and faux windows have been added to provide interest to the building. A secondary access door is on the north elevation provides access to an outdoor picnic area.

The canopy incorporates 8-foot tall split faced CMU column bases that turn to steel at the 14-foot level to support a steel roof structure. The canopy is finished with a standing seam metal roofing to match the store.

Staff believes these structures meet the intent of the Architectural Design Standards as described in section 10-50.20 (page 50.20.1), and further compliment the adjacent business park buildings.

Parking Lots, Driveways, and Service Areas

The Site Plan shows a parking area and vehicle circulation drive aisles. Per the Zoning Code's parking standards, section 10-50.80 (page 50-80.1), the development requires and has provided 19 parking spaces. Screening has been provided around the parking and driveways. The screening includes horizontal metal rails attached to anchor posts that form a 3-foot, 6-inch solid screen wall. An elevation of the screen wall is located on sheet AS1.1 attached to this report.

Landscaping

Attached to this report is a landscape and irrigation plan. Sheet L1.1 shows the location and type of plantings proposed to meet the requirements of section 10-50.60 of the Zoning Code. A combination of existing forest resources and new plantings will be used to meet the requirements. Buffer landscaping requirements are one (1) tree, two (2) shrubs and two (2) ground cover plants for every 25 linear feet. The same requirement is applicable to the foundation landscaping. Parking landscaping is two (2) trees, four (4) shrubs, and four (4) ground covers for every eight (8) parking spaces.

Staff has found that this plan meets the code requirements for landscaping. A final landscaping plan will be required as part of the Grading Plan permit application.

Outdoor Lighting

The subject property is located within Lighting Zone 2, allowing 50,000 lumens per acre, where this site will be allowed 75,000 lumens of outdoor lighting. The applicant has provided an Outdoor Lighting permit that notes a combination of white LED and amber narrow-spectrum LED lights to total 74,618 lumens. All lighting will be fully shielded.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

A Traffic Impact Analysis was not required for this application and no offsite improvements are being required of this development. The northerly access point onto the site has been designed to only facilitate right-in traffic. To exit the site, traffic must use the southerly access driveway. The northerly access point was determined to be too close to the intersection to safely allow more than right-in traffic.

Water and Wastewater

The Water Services Division reviewed the proposed development and determined that there will be no significant impact to either water or sewer infrastructure off-site as a result of this project. Water (potable and fire flow) is being provided to this site from an existing 12-inch main located within the Shamrell Blvd Right-of-way. A private sewer line will be extended from the adjacent business park to service this site. The Water Services Division will not require any off-site improvements based on either anticipated water use or sewer discharge from this development.

Stormwater

This site and surrounding development are all serviced with a regional detention basin which is located south of this site. The original Drainage Impact Analysis performed for the subdivision anticipated impervious surface at this location and no additional expansion of the basin has been required. On-site Low Impact Design (LID) is being provided.

OTHER REQUIREMENTS:

Citizen Participation

The applicant has provided a summary of the Citizen Participation Meeting that outlines the process for advertising and results of the meeting. The required 4x4-foot advertising sign was posted on the site and letters were mailed to the property owners located within 300 feet of the site. The sign and letter invited the public to attend a public information meeting scheduled for July 10, 2017 at a building located adjacent to the site.

The Summary notes that no one from the public attended the meeting. Staff has not received any comments regarding this application.

RECOMMENDATION:

It is staff's belief that this application for the Swift Travel Center meets the requirements for a Direct to Ordinance Zoning Map Amendment as outlined in the Zoning Code, and follows the direction provided by the Flagstaff Regional Plan 2030. It is recommended that the Planning and Zoning Commission forward a recommendation for approval with conditions to the City Council. Staff recommends that the Commission consider the following conditions in their recommendation:

1. Development will be in conformance with the approved site plan, modifications to the site plan will require

the review of the Zoning Map Ordinance.

2. Approval in compliance with the Swift Travel Center IDS approval letter dated November 7, 2017, copy attached to this report.

ATTACHMENTS

- Zoning Map Amendment application
- Project Narrative and support information
- Vicinity Map
- January 11, 2017 Memorandum from Sara Dechter, Comprehensive Planning Manager
- Citizen Participation Meeting Summary
- Site Plan
- Floor Plan
- Landscape Plan
- Building elevations.

PROJECT NARRATIVE and SCHEDULE OF DEVELOPMENT
for
SWIFT TRAVEL CENTER

The project site consists of a vacant 1.5 acre parcel located within the Pulliam Airport Airpark. The parcel is located within the RD zoning district, and the APN is: 116-61-013. The proposed use is a commercial use that is not allowed within the RD zoning district. The intent of this application is to request a Small-scale Zoning Map Amendment to rezone the property to a HC zoning district.

The Swift Travel Center development will consist of a new 4,746 s.f. convenience store, a 10 station 5 pump fueling canopy, a Compressed Natural Gas (CNG) fueling pump, (3) Electric Vehicle (EV) charging stations, a Water/Air dispenser, parking areas for customers and employees, and new landscaping. The convenience store is anticipated to not only provide the basic sundries found in typical convenience stores, but it will also provide and prepare many fresh food items, such as, fresh deli sandwiches, pizza, chicken items, and ice cream. An outdoor picnic area will also be provided in the forested area to the north of the building.

Findings for Zoning Map Amendments:

- (1) The proposed amendment is consistent with and conforms to the goals of the General Plan and the Flagstaff Pulliam Airport Master Plan (FPAMP);
To reference the Draft Memorandum, dated January 11, 2016, as prepared by the Comprehensive Planning Manager, this proposed use is consistent with and conforms to the goals of the Regional Plan and the FPAMP. To quote the memorandum, "This property is identified as a Future Employment area type...Within a business park, commercial and retail services, such as fueling stations can conform to the Regional Plan when they "complement the primary workplace uses,...if included as part of an overall planned development." Initially it appears that the Swift Travel Center meets the description of complementary commercial uses within a Future Employment area type and the related business park setting.
"The FPAMP shows that commercial uses were anticipated as part of the overall business park development and that a fueling station and a carwash has been the intended use of this parcel for over 15 years based on review of correspondence between the leasee and the City staff."
- (2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan;
The Swift Travel Center is being developed primarily to enhance the level of services available to the nearby workforce of the Pulliam Airpark, the airport patrons & staff, the

surrounding residential communities, and travelers along the I-17 corridor. The site has been organized to provide for convenient access off of W. Shamrell Blvd, while preserving many of the existing ponderosa pine trees along J.W. Powell Blvd. To quote the memorandum from the Comprehensive Planning Manager referenced previously; "A review of leases within this area shows further the intent of the Airpark to have land uses that support jobs and take advantage of the proximity to the airport, including US post office, Freight/Cargo, and rental cars. The fueling station is proposed, along the main access to and from the airport, between I-17 and Pulliam Drive at a location where it can serve the rental car fleet and freight businesses (Policy LU.16.3 and ED.6). Fueling needs are high for all three of these employers and yet the closest fueling stations are 3 miles north or 4 miles south of the airport. The proposal includes gasoline, alternative fueling stations, and a convenience store. The business park also currently lacks food services outside of the airport terminal to provide healthy choices to employees in the vicinity (LU.16.3). The provision of alternative fuels would support the air quality and transportation goals of the Regional Plan and would make the business park, as a whole, more attractive to new employers (E&C.2.1 and ED.5). Given the Regional Plan goals and policies, the concept of a fueling station with appropriate business park oriented amenities would be complementary to the employment area at this location.

- (3) The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle access, public services, and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

The convenience store building and fueling canopy will be designed to comply with the City of Flagstaff's architectural design guidelines and will visually complement the architecture of the adjacent office and warehouse buildings, and the Pulliam Airport terminal building. The building materials will consist of horizontal lap siding, steel truss elements, concrete masonry block, metal siding panels, and large windows. Utilities services for the new travel center will be provided by the existing utility infrastructure that serves the existing business park to the south. Storm water runoff from the new development will be contained in on-site LID depressions and conveyed to the south to the existing regional detention basin. The fueling station is proposed along the main access to and from the airport, between I-17 and Pulliam Drive, at a location that is easily accessible to emergency vehicle access and public services.

The Schedule of Development is anticipated to commence immediately after building permits are issued in December of 2017 or January of 2018. Actual construction is anticipated to consist of approximately 6 months. Based on the anticipated construction schedule, the initial opening of the convenience store and fueling station will occur in June 2018.

Prepared by:

Ryan Smith, RA, LEED AP

Principal Architect

smithARCHITECTS, inc.



COMMUNITY DEVELOPMENT

MEMORANDUM

Date: January 11, 2017

To: Neil Gullickson, Current Planning Manager
From: Sara Dechter, AICP, Comprehensive Planning Manager

Subject: Assessment of need for a Regional Plan Amendment to allow for a fueling station at 3099 W Shamrell Blvd. (APN 116-61-013)

The parcel in question is the north end of 3099 W. Shamrell Blvd. The parcel is approximately 1.2 acres. It is owned by the City of Flagstaff and leased to Pulliam I, LLC in 1998 for the purpose of developing a business park in alignment with the goals of the overall Airport Master Plan. The parcel is currently zoned Research and Development. A fueling station is not an allowed use in this zone. Therefore, the property needs to be rezoned to a commercial zone that allows that use for the application to proceed. The Comprehensive Planning Manager was asked to assess what type of amendment to the Regional Plan would be needed for rezoning this property. This memo does not constitute a complete review of the application for conformity with the Regional Plan, and is only intended to address the need for a plan amendment.

On the Regional Plan's Future Growth Illustration, this property is identified as a Future Employment area type. Business parks in this area type are "intended to provide locations for a variety of workplaces that develop as a business park setting" (Page IX-59). Within a business park, commercial and retail services, such as a fueling station can conform to the Regional Plan when they "complement the primary workplace uses,...if included as part of an overall planned development" (Page IX-59). The Regional Plan does not envision business parks as monolithic industrial areas, but as mixed use areas with an underlying emphasis towards preserving sites with employment potential and enhancing the City's ability to attract high wage employers to the Flagstaff Region (LU.15.1, LU.15.3, ED 3.8, and ED.4). Proposals for non-employment uses within Employment areas need to be evaluated for their potential impact to the functionality of the business park. The criteria for this evaluation is:

- whether or not the use complements the workplace and business park setting for the specific business park,
- whether or not the use is part of an overall planned development, and

- whether or not it encroaches on the ability to recruit new business or expand existing businesses.

Retail and commercial services that do not meet these criteria would require a major plan amendment before City staff could accept a rezoning application.

Is it part of an Overall Planned Development?

The Flagstaff Pulliam Airport Master Plan calls some of the City-owned and National Forest Service parcels around the airport the “Airpark”. The Airpark land use categories include “business park, light industrial and commercial” as a “means of revenue support and (that) utilize areas that are within the airport boundaries for compatible purposes” (Page 5-7). The parcel in question is outside the airport boundary but within the Airpark. The Master Plan shows that commercial uses were anticipated as part of the overall business park development, but the plan does not specify which land uses would be prioritized.

The Economic Vitality staff has provided a memo and supporting documentation to the Comprehensive Planning staff stating that a fueling station and a car wash has been the intended use of this parcel for over 15 years based on a review of correspondence between the leasee and the City staff. The current proposal does not include a car wash, and staff intends to work to see if providing this resource to the business park is possible for another nearby City-owned parcel or work with the rental car companies to provide this service, when the economies of scale are reached. With this documentation, Comprehensive Planning staff believes that a fueling station was part of the overall planned development for the business park when the parcel was leased by the City in 1998.

Is it a Complementary Use?

A review of leases within this area shows further the intent of the Airpark to have land uses that support jobs and take advantage of the proximity to the airport, including US post office, Freight/Cargo, and rental cars. The fueling station is proposed, along the main access to and from the airport, between I-17 and Pulliam Drive at a location where it can serve the rental car fleet and freight businesses (Policy LU.16.3 and ED.6). Fueling needs are high for all three of these employers and yet the closest fueling stations are 3 miles north or 4 miles south of the airport. The proposal includes gasoline, alternative fueling stations, and a convenience store. The business park also currently lacks food services outside of the airport terminal to provide healthy choices to employees in the vicinity (LU.16.3). The provision of alternative fuels would support the air quality and transportation goals of the Regional Plan and would make the business park, as a whole, more attractive to new employers (E&C.2.1 and ED.5). Given the Regional Plan goals and policies, the concept of a fueling station with appropriate business park oriented amenities would be complementary to the employment area at this location.

Does it Encroach on Business Park Uses?

The Regional Plan supports complementary commercial uses within business parks so long as they do not encroach on industrial and employment uses or limit their expansion (Policy ED.3.8). There is vacant land for the business park to expand to the south and west and utilities have been oriented for this eventual phase. In addition, the adjacent business park has vacant industrial space that would allow for current employer to continue to expand in

the near term. In fact, the alternative fueling opportunities proposed would allow existing employers within the business park to expand and diversify their fleets, which can make them more resilient to climate change and price fluctuations.

There are 32 acres within the business park already zoned as Highway Commercial that would allow for this use. However, this area is in the process of being leased for development of a hotel, corporate office, meeting facility and other land uses that support the airport and tourism industries. Staff does not believe that the most appropriate location on the 32-acre site will be available for a fueling station and the 1.2 acre parcel is probably too small for a new business park tenant to occupy. Therefore, we have determined that the fueling station would not encroach on other business park uses.

Summary

After review by the Planning and Development Services staff and the Economic Vitality staff, a fuel station proposal at 3099 W. Shamrell Blvd. within the Flagstaff Pulliam Airport “Airpark” meets the Regional Plan and the Airport Master Plan to develop a business park that enhances and takes advantage of the economic activity surrounding the airport. The proposal passes the tests for meeting the goals and policies of the “Employment” area type, based on the description of complementary commercial uses within the Flagstaff Regional Plan 2030. Therefore, no plan amendment will be required for this application, so long as the proposal does not change in a manner that reduces its benefits to the business park. The proposal will still need a complete review to ensure conformity with all the goals and policies of the Regional Plan as part of its rezoning application.

Regional Plan Goals and Policies Cited in this Memo

Environment and Conservation

Goal E&C.2. Reduce greenhouse gas emissions.

Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.

Growth and Land Use

Policy LU.15.1. Encourage the grouping of medical and professional offices, light industrial, research, and skill training with other necessary workforce services and transportation options.

Policy LU.15.3. Incorporate neighborhood/support retail and other commercial uses, including childcare facilities, within new and renovated employment centers.

Policy LU.16.3. Locate new industrial areas near the rail line, major highways or the interstate, and ensure they are designed to be compatible with surrounding uses and gateway features.

Policy LU.16.5. Consider all health impacts on the community in the design of new industrial uses, such as wastewater treatment, traffic safety, noise, and other impacts.

Economic Development

Policy ED.3.8. Protect existing business and industrial land uses from encroachment and allow for their expansion.

Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.

Goal ED. 5. The Pulliam Airport will continue to serve the Northern Arizona region for air transportation, multimodal connectivity and business growth potential.

Goal ED. 6. Tourism will continue to provide a year-round revenue source for the community, while expanding specialized tourist resources and activities.

Citizen Participation Meeting Summary
For
Swift Travel Center
July 13, 2017

The design team and developer hosted a Citizen Participation Meeting on July 10, 2017 from 6:00 pm to 7:00 pm to present the proposed project to surrounding property owners. The meeting was held within the building adjacent to the proposed site at 3001 W. Shamrell Blvd. On June 28th, 2017 notification packets were mailed to the owners of the 16 surrounding properties within at least 300' of the proposed property (see attached list). A 4'x4' sign indicating the intent of the meeting and the time and place of the meeting was installed in a visible location on the property on June 29th, 2017. A picture of the sign installation is attached.

Unfortunately, we remained at the meeting location from 6pm to 7pm and none of the invited property owners attended the meeting. We were prepared to present the proposed site plan, proposed building floor plan, and colored renderings of the exterior elevations of the convenience store and fuel island canopy.

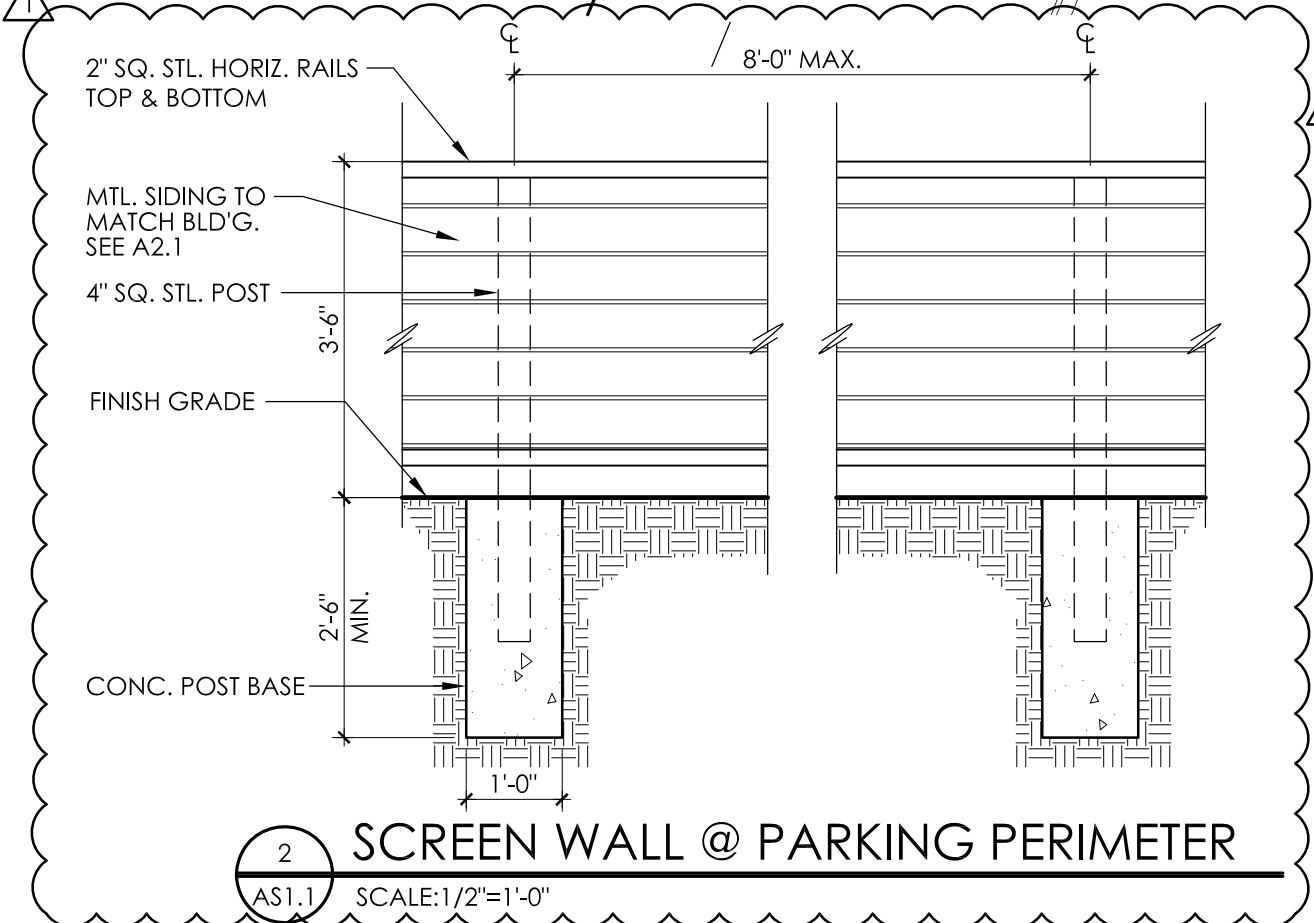
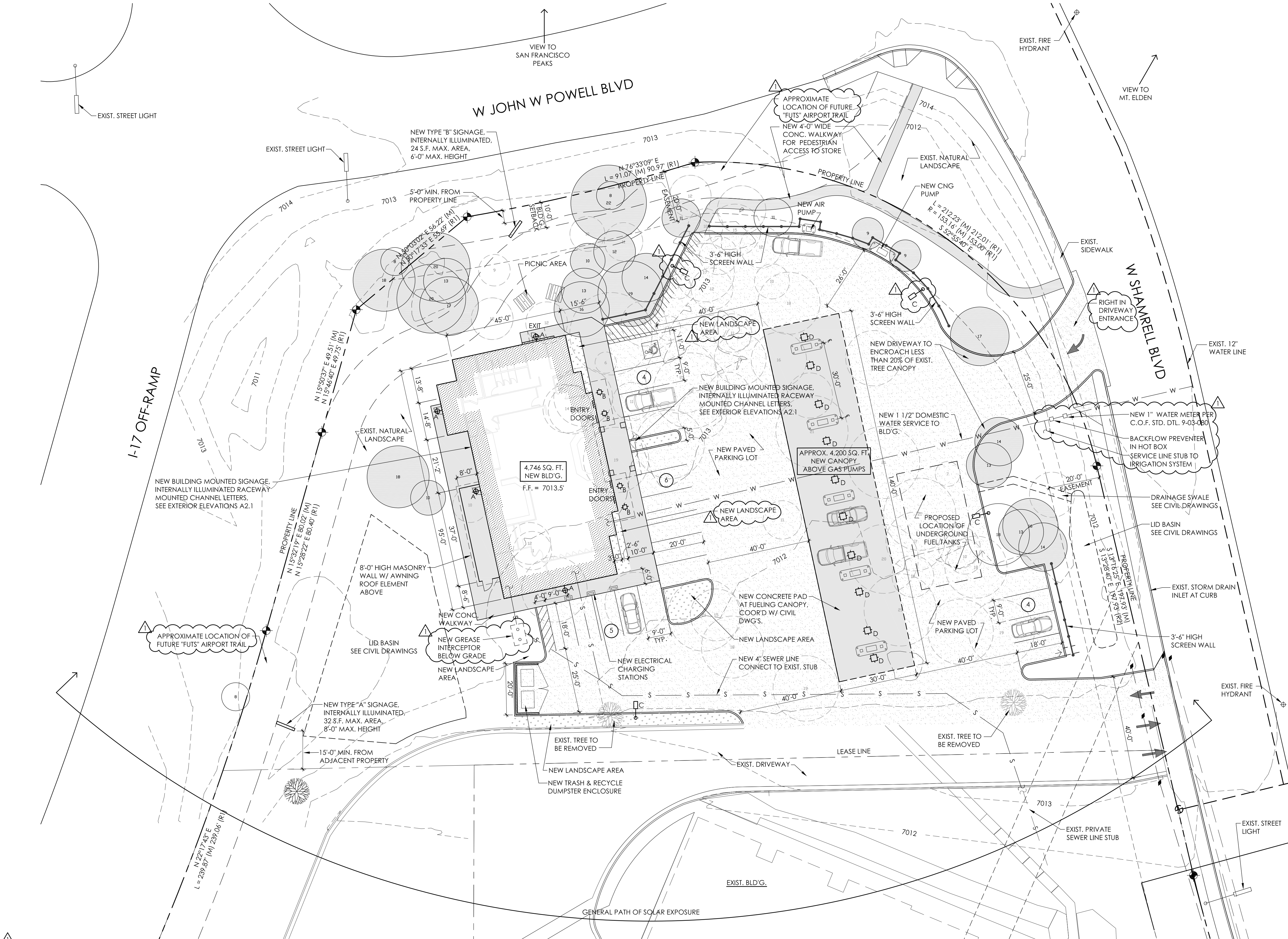
It is our understanding that the surrounding property owners are generally supportive of the overall project and we are not aware of any negative concerns from either the property owners or the surrounding community. In our opinion, the proposed development will provide a much-needed service in the community and is consistent with the overall intent of the Regional Plan.

Sincerely,

Ryan Smith, RA, LEED AP
Principal Architect
smithARCHITECTS, inc.

Attachments: Notification Packet
Neighbor Address List
Sign Installation Photo

FILE: 1622_AS1.1.dwg LAST UPDATE: 10-05-17 LAST PLOT: 10-05-17



LUMEN OUTPUT CALCULATIONS

FIXTURE	SYMBOL	# UNITS	WATTS	TYPE	MANUFACTURER & MODEL	SHIELDING	LUMENS EACH	LUMEN REDUCTIONS FOR RECESSED FIXTURES	LUMENS TOTAL
A		4	80	NSALED (590 nm)	BEACON TRAVERSE 60E2-85-AMB-T4	FULL	3,300		13,200
B		4	31	LED	CREE CPY SERIES LED CANOPY LUMINAIRE 30K	FULL	4,210		16,840
C		4	170	NSALED (590 nm)	BEACON VIPER 96E-170-AMB	FULL	6,965		27,860
D		(8) > 10' FROM CANOPY EDGE (2) 5' - 10' FROM CANOPY EDGE	96	LED	CREE CPY SERIES LED CANOPY LUMINAIRE 57K	FULL	12,860	X .10 = 1,286 X .25 = 3,215	10,288 6,430
TOTAL NON-LPS/ NON NSALED									33,558
TOTAL FULLY SHIELDED									74,618
TOTAL PARTIALLY SHIELDED									74,618
TOTAL ALL TYPES									74,618

TOTAL LUMENS ALLOWED (ZONE 2): 1.5 ACRES x 50,000 LUMENS PER ACRE = 75,000 LUMENS ALLOWED
UNDER-CANOPY ILLUMINATION IS LIMITED TO 40 LUMENS PER S.F. 4,200 S.F. x 40 = 168,000 LUMENS ALLOWED
(10) FIXTURES @ 12,860 LUMENS EA. = 128,000 LUMENS PROVIDED

ARCHITECTURAL SITE PLAN

1" = 20'

SITE PLAN LEGEND

- PERIMETER OF NEW BLDG. FOOTPRINT
- EXIST. PONDEROSA PINE TO REMAIN - COUNTED TOWARDS RESOURCE PROTECTION
- EXIST. PONDEROSA PINE TO REMAIN - NOT COUNTED TOWARDS RESOURCE PROTECTION
- EXIST. PONDEROSA PINE TO BE REMOVED

GENERAL PROJECT DATA

PROJECT DESCRIPTION: NEW 4,746 SQ. FT. CONVENIENCE STORE AND COVERED FUELING STATION ON AN APPROX. 1.5 ACRE UNDEVELOPED PARCEL.

SITE ADDRESS: 3099 W. SHAMRELL BLVD. FLAGSTAFF, AZ 86005

PROPERTY OWNER: CITY OF FLAGSTAFF 211 W. ASPEN AVE. FLAGSTAFF, AZ 86001

PRIMARY LESSEE: PULLIAM V 4622 E. RANCHO CALIENTE CAVE CREEK AZ. 85331 CONTACT: JIM JEWELZONAK

SUBLESSEE: SWIFT TRAVEL CENTERS 1300 E. BUTLER AVE. SUITE 100 FLAGSTAFF, AZ 86001 CONTACT: STEVE HALLUM

ARCHITECT: SMITH ARCHITECTS, inc. 1503 S. YALE ST., SUITE 200 FLAGSTAFF, AZ 86001 CONTACT: RYAN SMITH

APN: 116-61-013

ZONING DISTRICT: HC: PROPOSED REZONE FROM RD

SUBDIVISION: PULLIAM AIRPORT AIRPARK AM UNIT 02

SITE AREA: 1.5 ACRES (65,461 S.F.)

PARKING: REQUIRED: 1 SPACE PER EMPLOYEE 3 EMPLOYEES = (3) SPACES 1 SPACE PER 300 GSF 4,746/ 300 = 15.8 (16) SPACES 19 TOTAL SPACES REQUIRED PROVIDED: 18 GENERAL SPACES 1 ACCESSIBLE SPACE 19 TOTAL SPACES PROVIDED

GARBAGE COLLECTION: TRASH & RECYCLE DUMPSTER ENCLOSURE

OCCUPANCY GROUP: M (MERCANTILE)

IMPERVIOUS SURFACE: SEE CIVIL DRAWINGS

LID REQUIRED: SEE CIVIL DRAWINGS

SETBACKS: FRONT: 0' SIDE (INT.): 0' SIDE (EXT.): 10' REAR: 0'

GROSS FAR (MAX.): 3.0

BLD'G HEIGHT (MAX.): 60'

PROPOSED BLD'G. HEIGHT: 25' MAX.

RESOURCE PROTECTION

EXISTING PRE-DEVELOPMENT PONDEROSA PINES ON LOT:

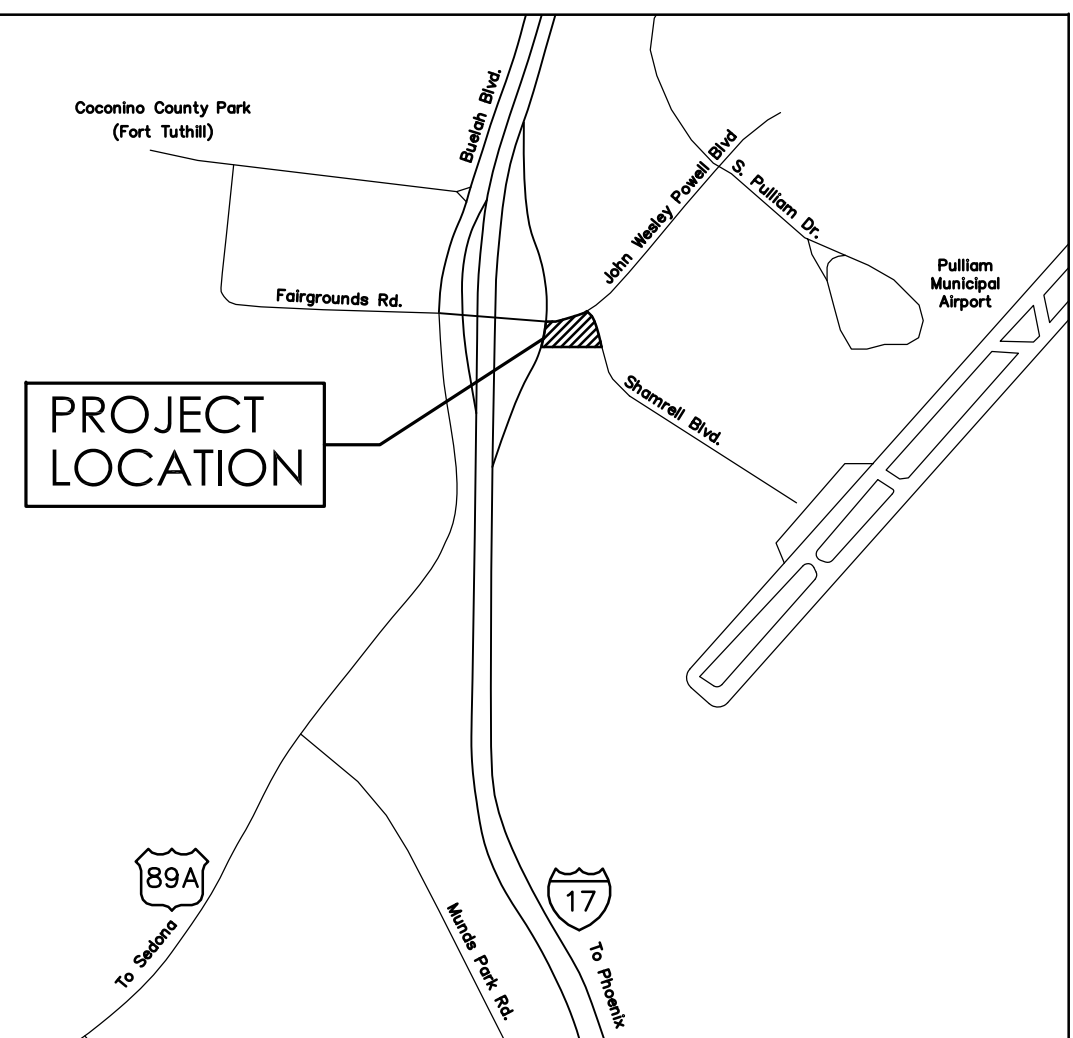
6"-8" DBA = 1 PT. x 7 TREES = 7 PTS.
9"-12" DBA = 2 PTS. x 28 TREES = 56 PTS.
13"-17" DBA = 4 PTS. x 26 TREES = 104 PTS.
18"-24" DBA = 8 PTS. x 27 TREES = 216 PTS.
TOTAL TREE POINT VALUE: 383 PTS.

TREES TO REMAIN THAT DO NOT ENCR OACH 20% OR MORE:

6"-8" DBA = 1 PT. x 1 TREES = 1 PTS.
9"-12" DBA = 2 PTS. x 6 TREES = 12 PTS.
13"-17" DBA = 4 PTS. x 11 TREES = 44 PTS.
18"-24" DBA = 8 PTS. x 8 TREES = 64 PTS.
TOTAL TREE POINT VALUE: 121 PTS.

REQUIRED: 30% MIN. OF PRE-DEVELOPMENT TREE POINT VALUE TO BE RETAINED ON SITE FOR HC ZONE

PROVIDED: 121 / 383 = .32 32% OF PRE-DEVELOPMENT TREE POINT VALUE TO REMAIN



VICINITY MAP

N.T.S.



REVISION: DATE: C.O.F. SUBSTANTIVE REVIEW COMMENTS 09-08-17

CONCEPT DESIGN FOR SWIFT TRAVEL CENTER 3099 W. SHAMRELL BLVD. FLAGSTAFF, ARIZONA

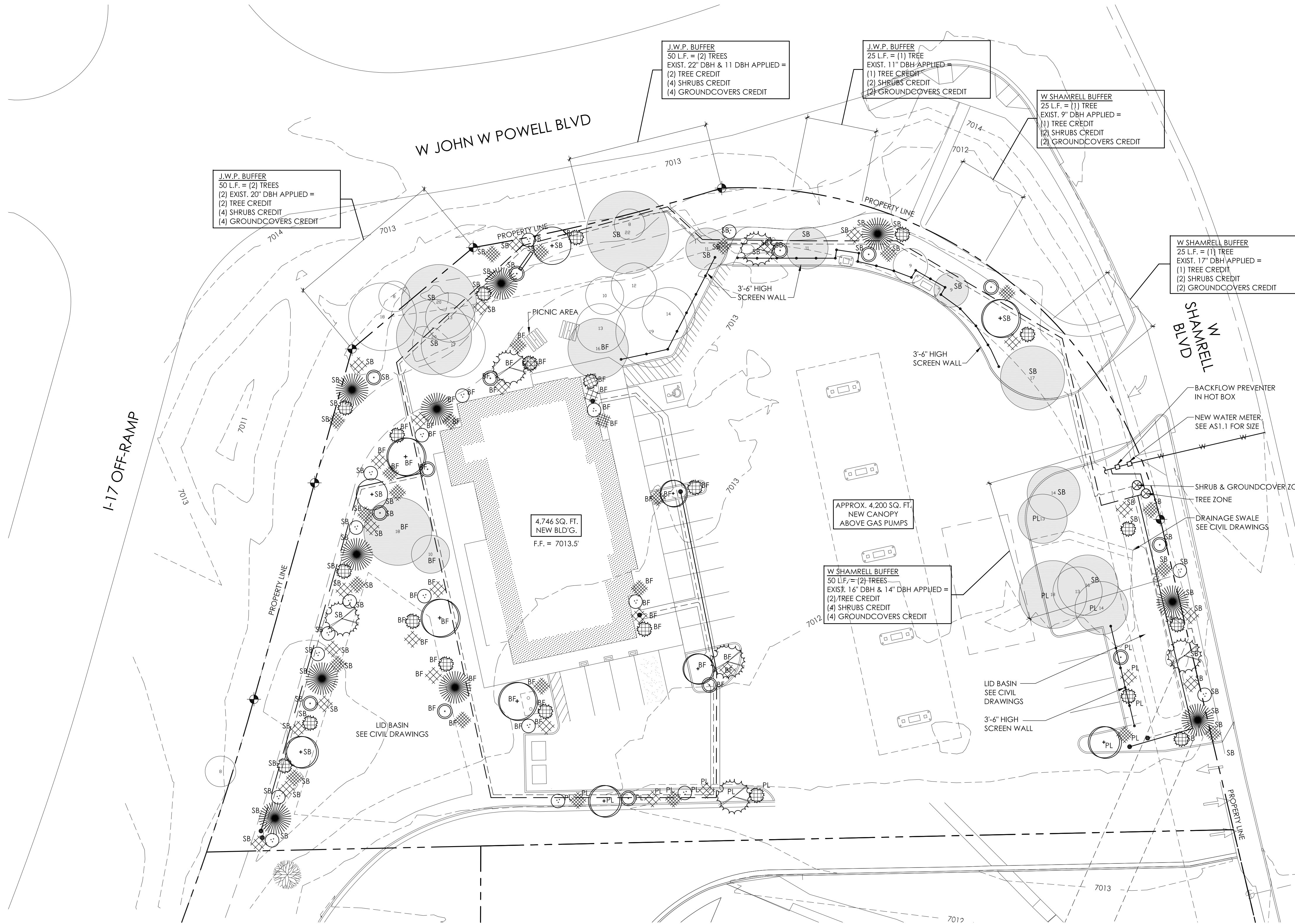
smith ARCHITECTS inc. ARCHITECTURE | PLANNING | COLLABORATION 1503 S. YALE STREET, SUITE 200 FLAGSTAFF, ARIZONA 86001 PH: 928.779.5993 www.smith-arc.com

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DRAWN BY: REVIEW BY: K. CHILDERS R.SMITH PROJECT NO.: 1625 DATE: OCTOBER 5, 2017 SHEET: AS1.1 SITE PLAN

FILE: 1625_L1.1.dwg LAST UPDATE: 07-28-17 LAST PLOT: 07-28-17



LANDSCAPE LEGEND:

#15 TREES	#5 SHRUBS
COLORADO BLUE SPRUCE, PICEA PUNGENS (QTY = 15) MATURE SIZE: 10'-20' w. x 40'-60' h.	ISANTI DOGWOOD, CORNUS SERICEA 'ISANTI' (QTY = 24) MATURE SIZE: 5' w. x 4' h.
ROCKY MOUNTAIN MAPLE, ACER GLABRUM (QTY = 8) MATURE SIZE: 15' w. x 20' h.	IROQUOIS BEAUTY DWARF CHOKEBERRY, ARONIA MELANOCARPA IROQUOIS BEAUTY (QTY = 11) MATURE SIZE: 3' w. x 4' w.
IMPERIAL HONEYLOCUST, GLEDITSIA TRIA. INERMIS IMPERIAL (QTY = 4) MATURE SIZE: 30' w. x 30' h.	DWARF MUGO PINE, PINUS MUGO 'PUMILIO' (QTY = 49) MATURE SIZE: 5' w. x 3' h.
EXIST. PONDEROSA PINE CREDITED TOWARDS LANDSCAPE	#1 GROUNDCOVERS (GC)
DBH LANDSCAPE ZONE	BURGUNDY BLANKET FLOWER, GAILLARDIA X GRANDIFLORA 'BURGUNDY' (QTY = 23) MATURE SIZE: 24" w. x 24" h.
	BOULDER BLUE FESCUE GRASS, FESTUCA GLAUCA 'BOULDER BLUE' (QTY = 61) MATURE SIZE: 12" w. x 12" h.

LANDSCAPE NOTES:

- ALL LANDSCAPE AREAS SHALL RECEIVE 4" D. ORGANIC MULCH (WOOD CHIPS), OR 1/2" DECOMPOSED GRANITE.
- PLANT BACKFILL MIX SHALL CONSIST OF 50% AMENDED TOPSOIL AND 50% NATIVE SOIL TO IMPROVE SOIL STRUCTURE AND NUTRIENT CONTENT.
- ALL LANDSCAPE PLANTINGS ARE XERISCAPE (NATIVE OR NATURALIZED PER CITY OF FLAGSTAFFS PLANT LIST) "HYDROZONE 2".
- LANDSCAPING IN R.O.W. TO COMPLY WITH REQUIREMENTS IN ENGINEERING STANDARDS, TITLE 18 PER CITY OF FLAGSTAFF.
- ROOT BARRIER SHALL BE PROVIDED AT TREES PLANTED LESS THAN 5' FROM SIDEWALKS AND CURBS.

IRRIGATION LEGEND:

TAP W/STOP & WASTE VALVE (S&W)	
AUTOMATIC REMOTE CONTROL VALVES (RCV)	
PRESSURE VACUUM BREAKER (PVB)	
PROGRAMMABLE WALL-MOUNT CONTROLLER	
PVC MAINLINE	
PVC LATERAL LINE TREE ZONE	
PVC LATERAL LINE SHRUB AND GROUNDCOVER ZONE	
SELF-FLUSHING ENDCAP	
PIPE SLEEVE	

IRRIGATION NOTES:

- NEW IRRIGATION FOR TREES, SHRUBS AND GROUND COVER LOCATED ON NEW SITE SHALL BE INSTALLED IN COMPLIANCE WITH ALL LOCAL CODES AND MANUFACTURER'S INSTRUCTIONS. IRRIGATION SHALL BE POTABLE WATER SERVICE & WILL BE CONVERTED TO UTILIZE RECLAIMED WATER WHEN SERVICE IS MADE AVAILABLE.
- LAYOUT OF IRRIGATION PLAN IS SCHEMATIC. ALL IRRIGATION EQUIPMENT SHALL BE LOCATED WITHIN PROPERTY BOUNDARIES AND FIELD ADJUSTED AS REQ'D. TO AVOID CONFLICTS WITH SITE CONDITIONS AND IMPROVEMENTS (COMPONENTS MAY BE SHOWN OUTSIDE PROPERTY LINES, IN ROADS OR SIDEWALKS ON PLAN FOR GRAPHIC CLARITY PURPOSES ONLY).
- MAINLINE TO BE BURIED 12"-18"; LATERAL LINES BURIED 12" MIN., SLEEVES BURIED 24" MIN.
- ALL PIPES AND SLEEVES TO BE BEDDED ON ALL SIDES WITH 1/2" MATERIAL. (SAND OR CLEAN TOPSOIL). SLEEVES TO BE BEDDED WITH 4" OF 1/2" MATERIAL ALL SIDES. PIPES 4" OF MATERIAL ALL SIDES.
- ALL VALVES TO BE 1", PLACED IN PLASTIC IRRIGATION BOXES WITH LOCKABLE COVERS. PROVIDE OWNER WITH 2 SETS OF KEYS AND INSTRUCTION MANUAL.
- TEST IRRIGATION SYSTEM FOR PRESSURE AND LEAKS PRIOR TO BACKFILLING TRENCHES.
- PLACE FLUSH END CAPS AT LOW ENDS OF ALL SUPPLY LINES.
- LEVEL OF PEA GRAVEL IN IRRIGATION BOXES TO BE 4" MIN. BELOW BOTTOM OF VALVE.
- EMITTERS NOT SHOWN ON PLAN FOR GRAPHIC CLARITY. DETERMINE EMITTER COUNT WITH PLANT COUNT AND SCHEDULE AS FOLLOWS:
 - #15 DECIDUOUS & EVERGREEN TREES 2-3 GAL./HR. EMITTERS/EA. TREE
 - #5 SHRUBS 2-1GAL./HR. EMITTERS/EA. SHRUB
 - #1 GROUNDCOVERS 1-1GAL./HR. EMITTER EA. GROUNDCOVER
- ADJUSTABLE PRESSURE EMITTERS SHALL BE USED FOR "VERY-LOW WATER" PLANTS.
- AS PART OF BACK FLOW ASSEMBLY THE FOLLOWING SHALL BE INCLUDED:
 - WYE-STRAINER ON THE INLET SIDE.
 - PRESSURE REGULATOR.
 - K-GRADE COPPER FOR COMPLETE ASSEMBLY OF PVB & COMPONENTS.
 - UNION WITHIN 12" OF PVB.
 - LOK BOX ENCLOSURE (LB1) ON CONC. PAD, AND
 - ELECTRIC SLEEVING AS REQ'D. & APPROPRIATE WIRE GAUGE FOR LOCATION SHOWN ON PLAN.
- WATER PER FOLLOWING SCHEDULE:
 - 1ST SEASON:
 - ALL PLANTS: 1 HR/3x/WK
 - 2ND & 3RD SEASONS:
 - TREES: 90 MINUTES TWICE/WEEK
 - SHRUBS & GROUNDCOVERS: 45 MINUTES/EVERY 3 DAYS
 - 4TH SEASON:
 - TREES: 3 HRS ONCE/EVERY OTHER WEEK
 - SHRUBS & GROUNDCOVERS: 1 HR TWICE/WEEK
 - 5TH SEASON AND BEYOND:
 - ALL PLANTS: WATER AS NEEDED DURING DRY SPELLS
- A RAIN SENSOR SHALL BE PROVIDED, INSTALLED PER MFG. SPECIFICATIONS.

LANDSCAPING CALCULATIONS:

NOTE: LANDSCAPE HAS BEEN CALCULATED FOR HC ZONE

STREET BUFFER @ W JOHN W POWELL BLVD:	STREET BUFFER @ W SHAMRELL BLVD:	STREET BUFFER @ I-17 OFF-RAMP:	BUILDING FOUNDATIONS:	PARKING LOT INTERIOR:	PARKING LOT SCREENING:
215 L.F. STREET BUFFER	189 L.F. STREET BUFFER	187 L.F. STREET BUFFER	307 L.F. @ PERIMETER OF NEW BUILDING	19 SINGLE LOADED PARKING SPACES	4 PARKING SPACES ADJACENT TO W. SHAMRELL BLVD. & PAVED ON-SITE CIRCULATION AREAS
REQUIRED: 1 TREE PER 25 L.F. 2 SHRUBS PER TREE 2 GROUNDCOVERS PER TREE	REQUIRED: 1 TREE PER 25 L.F. 2 SHRUBS PER TREE 2 GROUNDCOVERS PER TREE	REQUIRED: 1 TREE PER 25 L.F. 2 SHRUBS PER TREE 2 GROUNDCOVERS PER TREE	REQUIRED: 1 TREE PER 25 L.F. 2 SHRUBS PER TREE 2 GROUNDCOVERS PER TREE	REQUIRED: 30 S.F. INTERIOR LANDSCAPE REQ'D. PER SPACE 30 S.F. x 19 = 570 S.F. REQ'D	REQUIRED: 3'-6" HIGH SCREEN WALL
215 L.F. / 25 = (8.6) 9 TREES 2 SHRUBS X 9 TREES = 18 SHRUBS 2 GROUNDCOVERS X 9 TREES = 18 G.C.'S	189 L.F. / 25 = (7.56) 8 TREES 2 SHRUBS X 8 TREES = 16 SHRUBS 2 GROUNDCOVERS X 8 TREES = 16 G.C.'S	187 L.F. / 25 = (7.48) 7 TREES 2 SHRUBS X 7 TREES = 14 SHRUBS 2 GROUNDCOVERS X 7 TREES = 14 G.C.'S	307 L.F. / 25 = (12.28) 12 TREES 2 SHRUBS X 12 TREES = 24 SHRUBS 2 GROUNDCOVERS X 12 TREES = 24 G.C.'S	2 TREES PER 8 PARKING SPACES 2 SHRUBS PER TREE 2 GROUNDCOVERS PER TREE	
PROVIDED: CREDIT FOR EXIST: (5) TREES (10) SHRUBS (10) GROUNDCOVERS	PROVIDED: CREDIT FOR EXIST: (4) TREES (8) SHRUBS (8) GROUNDCOVERS	PROVIDED: 7 NEW TREES 14 NEW SHRUBS 14 NEW GROUNDCOVERS	PROVIDED: CREDIT FOR EXIST: (3) TREES (4) SHRUBS (4) GROUNDCOVERS	19 SPACES = 6 TREES 2 SHRUBS X 6 TREES = 12 SHRUBS 2 GROUNDCOVERS X 12 TREES = 12 G.C.'S	
(5) EXIST. PONDEROSA PINES BEING USED TOWARDS CREDIT. SEE PLAN FOR LOCATION AND SIZE 4 NEW TREES 8 NEW SHRUBS 8 NEW GROUNDCOVERS	(4) EXIST. PONDEROSA PINES BEING USED TOWARDS CREDIT. SEE PLAN FOR LOCATION AND SIZE 4 NEW TREES 8 NEW SHRUBS 8 NEW GROUNDCOVERS	(3) EXIST. PONDEROSA PINES BEING USED TOWARDS CREDIT. SEE PLAN FOR LOCATION AND SIZE 9 NEW TREES 18 NEW SHRUBS 18 NEW GROUNDCOVERS	(3) EXIST. PONDEROSA PINES BEING USED TOWARDS CREDIT. SEE PLAN FOR LOCATION AND SIZE 3 NEW TREES 6 NEW SHRUBS 6 NEW GROUNDCOVERS		PROVIDED: 3'-6" HIGH SCREEN WALL SEE DETAIL 2/AS1.1

REVISION: C.O.F. SUBSTANTIVE REVIEW COMMENTS
DATE: 09-08-17

CONCEPT DESIGN FOR
SWIFT TRAVEL CENTER
3099 W. SHAMRELL BLVD.
FLAGSTAFF, ARIZONA

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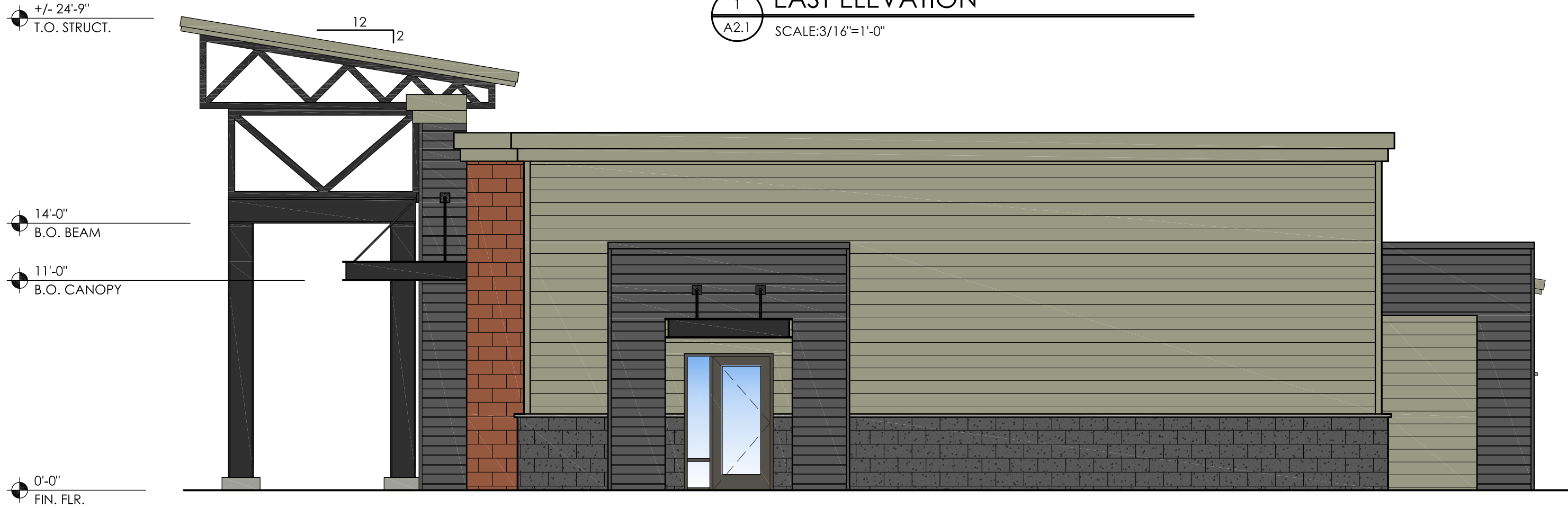
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DRAWN BY: K. CHILDERS
REVIEW BY: R. SMITH
PROJECT NO.: 1625
DATE: OCTOBER 5, 2017
SHEET: **L1.1**
LANDSCAPE & IRRIGATION PLAN



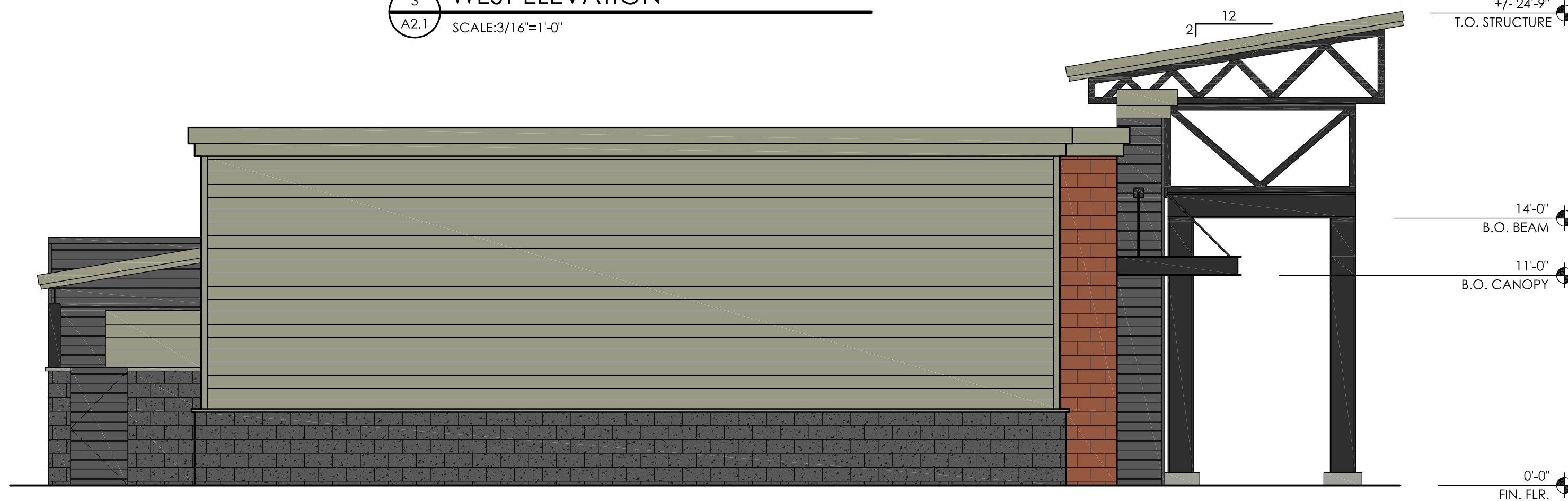
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2 NORTH ELEVATION
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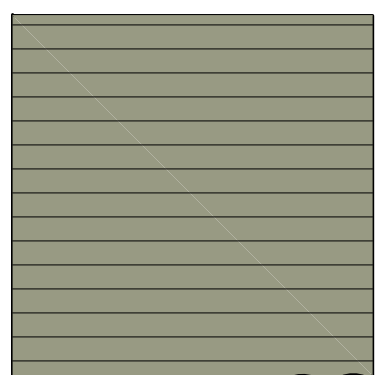
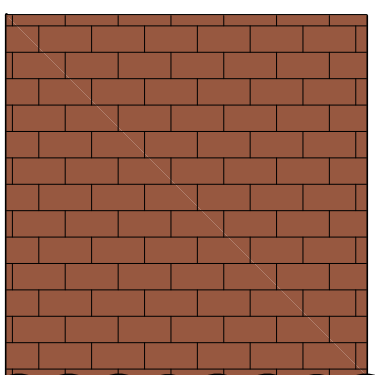
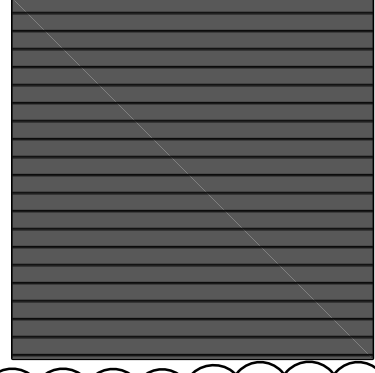
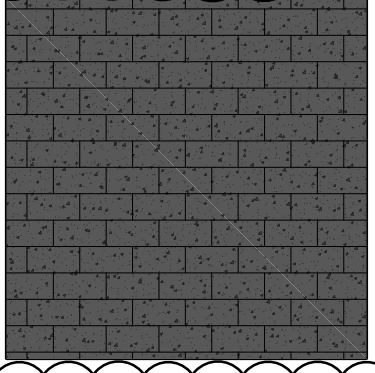
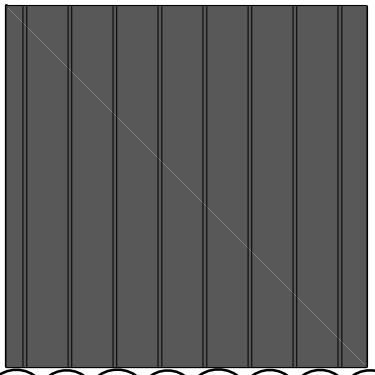


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4 SOUTH ELEVATION
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EXTERIOR FINISH SCHEDULE

	
HORIZ. LAP SIDING 'HARDIEPLANK' SMOOTH FINISH - PRIMED FOR PAINT COLOR: 'GREEN ONLY' SW 9128 LVR: 31 FASCIA COLOR TO MATCH SIDING	GROUND-FACE CMU 'ECHOLON' TRENDSTONE STAIN TO MATCH 'ROOKWOOD TERRA COTTA' SW 2803 LVR: 14
	
METAL SIDING 'MBCI' MASTERLINE 16 COLOR: 'CHARCOAL GRAY' LVR: 10	SPLIT-FACE CMU 'SUPERLITE BLOCK' STAIN TO MATCH 'PEPPERCORN' SW 7674 LVR: 10
	
STANDING SEAM METAL ROOFING 'ATAS INTERNATIONAL' 1" FIELD-LOK COLOR: 'CHARCOAL GRAY' BY ATAS LVR: 10	

REVISION: DATE:
C.O.F. SUBSTANTIVE REVIEW COMMENTS 09-08-17

CONCEPT DESIGN FOR
SWIFT TRAVEL CENTER
3099 W. SHAMRELL BLVD.
FLAGSTAFF, ARIZONA

smith ARCHITECTS inc.
ARCHITECTURE | PLANNING | COLLABORATION

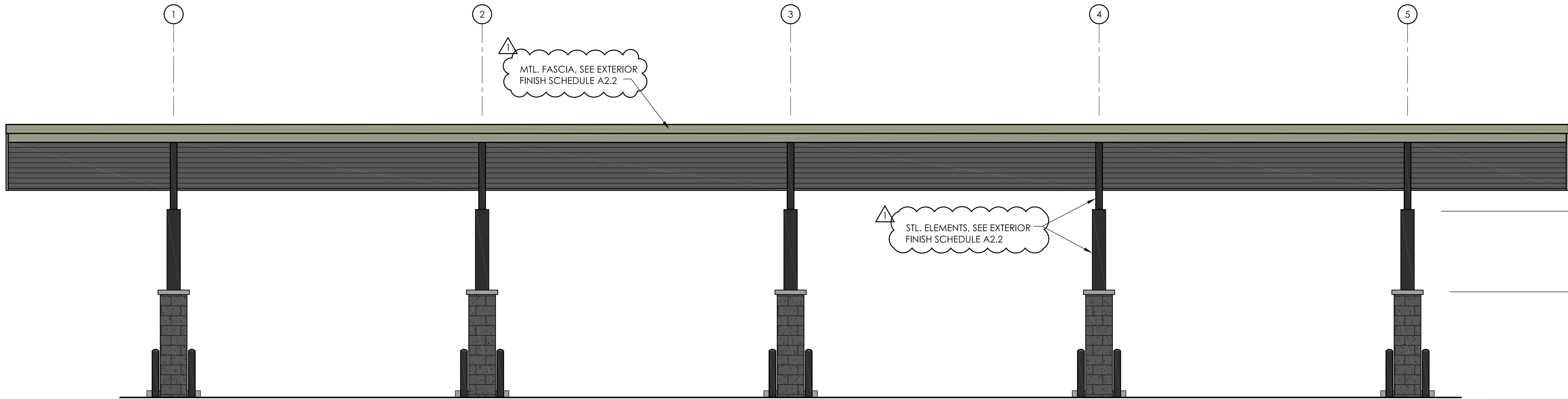
PH: 928-779-5993
www.smith-inc.com

1503 S. YALE STREET, SUITE 200
FLAGSTAFF, ARIZONA 86001

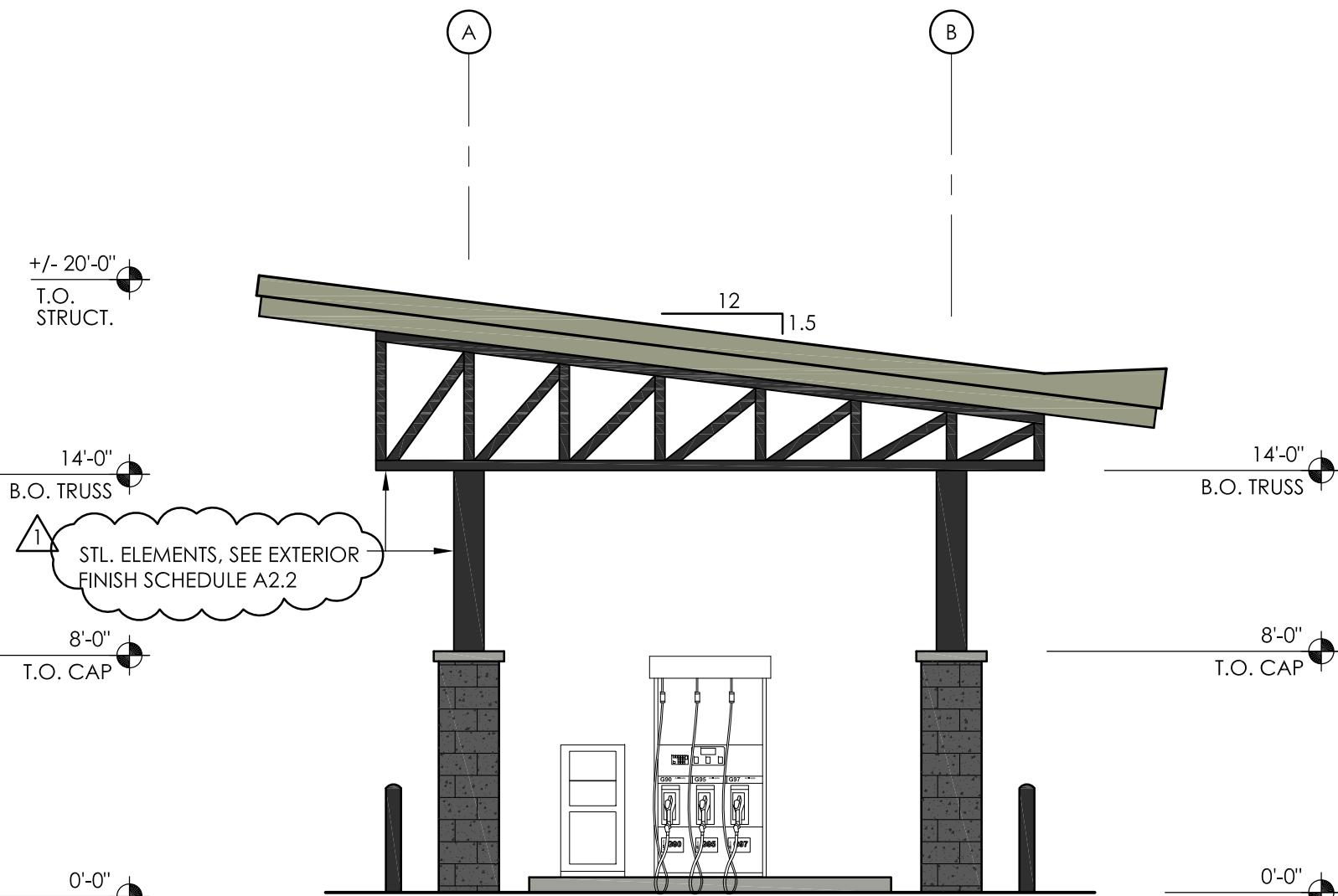
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NOT FOR CONSTRUCTION OR RECORDING

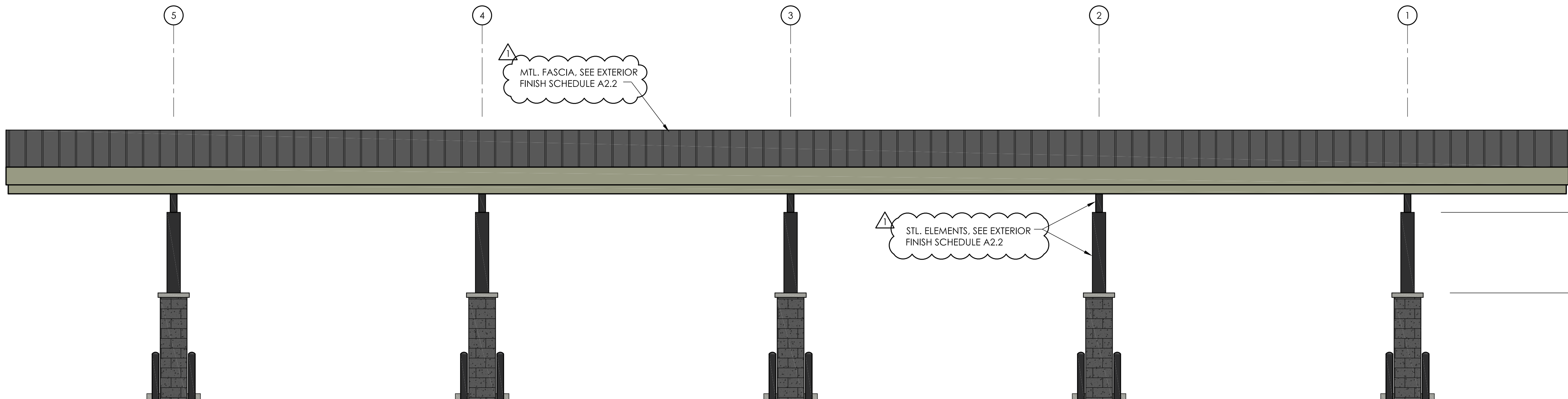
DRAWN BY: REVIEW BY:
T.SCANTLEBURY R.SMITH
PROJECT NO.:
1625
DATE:
OCTOBER 5, 2017
SHEET:
A2.1
COLOR
BUILDING ELEVATIONS
& FINISH SCHEDULES



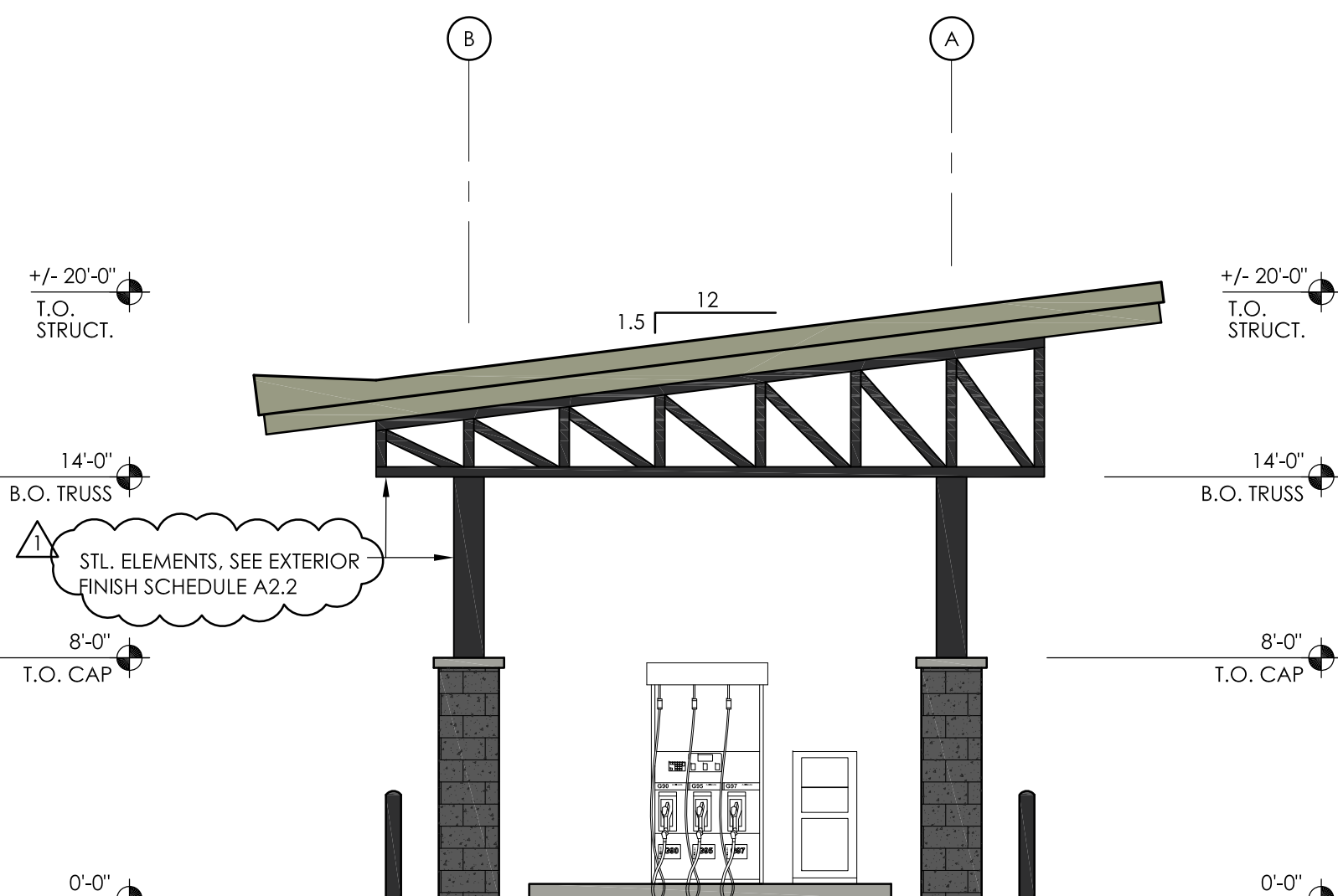
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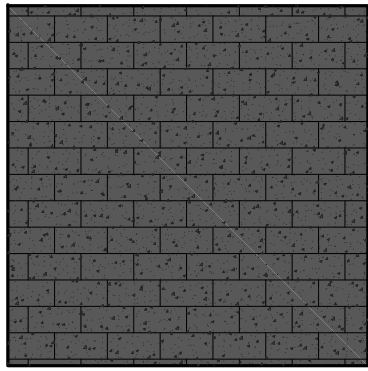
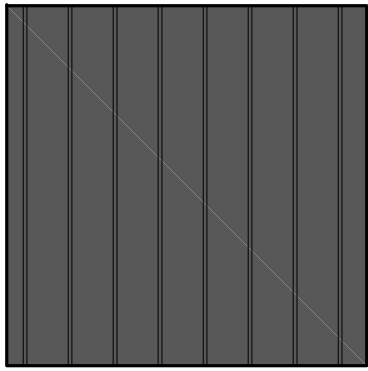
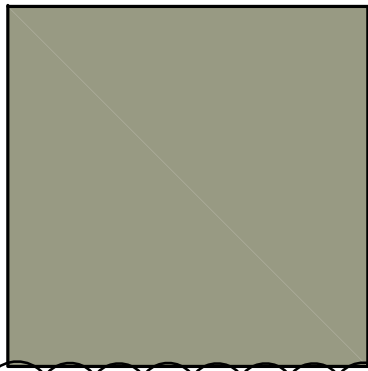
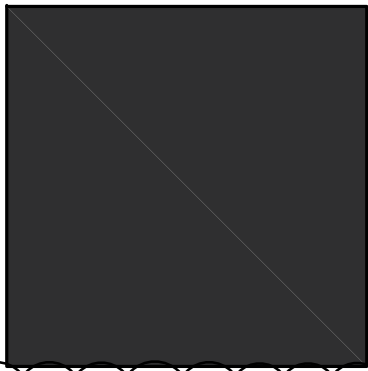


4 EAST ELEVATION
SCALE: 3/16"=1'-0"



3 NORTH ELEVATION
SCALE: 3/16"=1'-0"

EXTERIOR FINISH SCHEDULE

	
SPLIT-FACE CMU 'SUPERLITE BLOCK' STAIN TO MATCH "PEPPERCORN" SW 7674 LVR: 10	STANDING SEAM METAL ROOFING 'ATAS INTERNATIONAL' 1" FIELD-LOK COLOR: "CHARCOAL GRAY" BY ATAS LVR: 10
	
METAL FASCIA COLOR: "GREEN ONYX" SW 9128 LVR: 31	STEEL ELEMENTS COLOR: "PEPPERCORN" SW 7674 LVR: 10

REVISION:	DATE:
△ C.O.F. SUBSTANTIVE REVIEW COMMENTS	09-08-17

CONCEPT DESIGN FOR
SWIFT TRAVEL CENTER
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FLAGSTAFF, ARIZONA

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PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DRAWN BY:	REVIEW BY:
T.SCANTLEBURY	R.SMITH
PROJECT NO.:	
1625	
DATE:	
OCTOBER 5, 2017	
SHEET:	

A2.2

CANOPY ELEVATIONS
& FINISH SCHEDULES

ORDINANCE NO. 2018-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 1.502 ACRES OF REAL PROPERTY LOCATED AT 3051 WEST SHAMRELL BOULEVARD, FROM RESEARCH AND DEVELOPMENT (RD) TO HIGHWAY COMMERCIAL (HC) ZONING DISTRICT WITH CONDITIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, The City of Flagstaff (the "Applicant") applied for a Zoning Map Amendment for approximately 1.502 acres of land located at 3051 West Shamrell Boulevard, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), for commercial (Automotive Service Station with Convenience Store) development; and

WHEREAS, in furtherance of the Applicant's reasons for the rezone, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from Research and Development (RD) zone to Highway Commercial (HC) zone for 1.502 acres; and

WHEREAS, the Applicant conducted a neighborhood meeting on July 10, 2017, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and a public hearing on January 10, 2018, and has recommended approval of the requested zoning application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the staff has recommended approval of the Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, as augmented by staff, as set forth below, and the Council has considered the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Research and Development (RD) zone to the Highway Commercial (HC) zone for approximately 1.502 acres, as depicted in Exhibit "A", through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. The City is specifically relying on all assertions, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That the Zoning Map Amendment be conditioned upon the Applicant's satisfaction of the following conditions proposed by the Planning and Zoning Commission, as augmented by staff:

CONDITIONS:

1. Development will be in conformance with the approved site plan, modifications to the site plan will require the review of the Zoning Map Ordinance.
2. Development will be in conformance with the Swift Travel Center IDS approval letter dated November 7, 2017, copy attached to this report.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of February, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

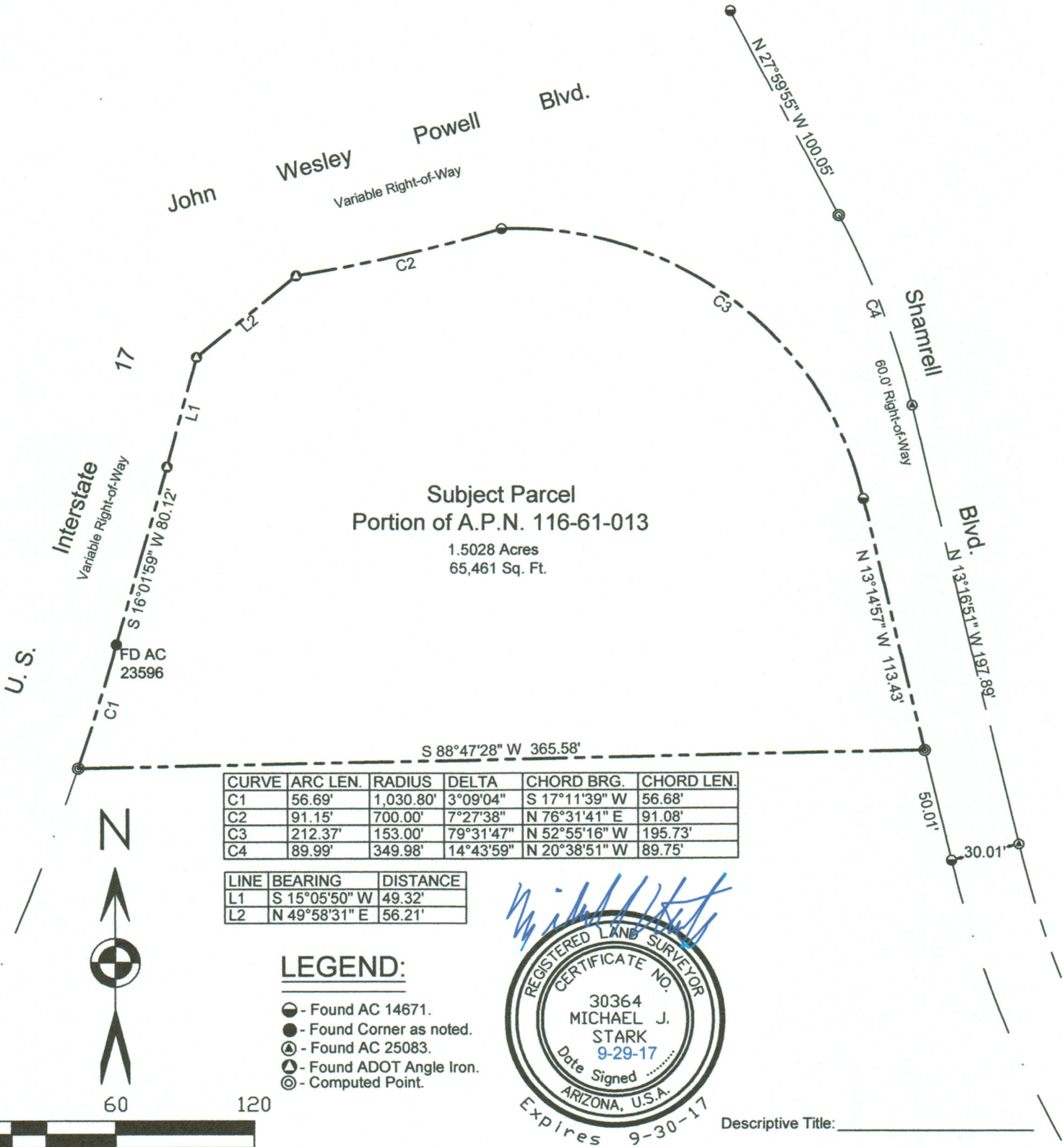
Exhibit "A"

Legal Description of Property



Exhibit "A"

A portion of Tract "5-B", Pulliam Airport Airpark, Unit 2 Amended, as recorded in Case 7, Map 96 and amended in Case 9, Map 80, records of Coconino county, situated in Section 8, Township 20 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino county, Arizona.



Descriptive Title: _____

City File No. _____

9-29-17 Job #16-101 M.J.S.

P.O. Box 1401 / Flagstaff, Arizona 86002 / (928) 774-5058 / FAX (928) 774-3089



Legal Description for Rezoning of a Portion of Tract 5B, Pulliam Airport Airpark

Legal Description;

A Portion of Tract 5B of Pulliam Airport Airpark, Unit 2 Amended, as recorded in Case 7, Map 96 and 96A(R1), and amended in Case 9, Map 80(R2), Records of Coconino County, situated in Section 5 and Section 8, Township 20 North, Range 8 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, being more particularly described as follows:

FROM the East corner of said Tract 5B, said point being a found cap marked RLS 27254, thence N 57°14'27" W [Basis of Bearings per City of Flagstaff Local Projection] along the Southerly Right-of-way line of Shamrell Boulevard for a distance of 537.15 feet [N 57°25'29" W, 536.81' (R1,R2)] to a found Aluminum cap 14671, said point being a point of curvature; thence Northwesterly along said Southerly Right-of-Way line, along a curve to the right, having a radius of 479.92 feet through a central angle of 43°57'20" ,for an arc distance of 368.18 feet, the chord of said arc bears N 35° 14' 24" W, for a distance of 359.22 [Radius=480.00', Central Angle=43°56'49", Arc=368.17' (R1,R2)] to a found Aluminum cap 14671, said point being a point of tangency; thence N 13°14'57" W [N 13°28'40" W(R1,R2)] along said Southerly Right-of-Way line, for a distance of 50.01 feet to a calculated point, said point being the **TRUE POINT OF BEGINNING**;

thence S 88°47'28" W, for a distance of 365.58 feet to a calculated point, said point being on the Easterly Right-of-Way line of U.S. Interstate 17; thence Northeasterly along said Easterly Right-of-Way line, along a curve to the right, having a radius of 1030.80 feet, through a central angle of 3°09'04",for an arc distance of 56.69 feet, the chord of said arc bears N 17°11'39" E, for a distance of 56.68 feet [Radius=1029.93' (R2)] to a found Aluminum cap 23596;

thence N 16°01'59" E along said Easterly Right-of-Way line, for a distance of 80.12 feet [N 15°28'22" E, 80.40' (R2)] to a found A.D.O.T. angle iron at ground level;

thence N 15°05'50" E along said Easterly Right-of-Way line, for a distance of 49.32 feet [N 15°44'12" E, 49.76' (R1), N 15°46'40" E 49.75' (R2)] to a found A.D.O.T. angle iron at ground level;

thence N 49°58'31" E along said Easterly Right-of-Way line, for a distance of 56.21 feet [N 49°55'08" E, 55.61' (R1), N 50°17'33" E, 55.69' (R2)] to a found A.D.O.T. angle iron at ground level, said point being on the Southerly Right-of-Way line of J.W. Powell Blvd. said point also being a non-tangent point of curvature;

thence Easterly along said South Right-of-Way line, along a curve to the left, having a radius of 700.00 feet, through a central angle of $7^{\circ}27'38''$, for an arc distance of 91.15 feet, the chord of said arc bears $N\ 76^{\circ}31'41''\ E$, for a distance of 91.08 feet [Arc= $91.13'$ (R1), $90.97'$ (R2), Delta= $7^{\circ}27'32''$ (R1), $7^{\circ}26'47''$ (R2)] to a found Aluminum cap 14671, said point being a non-tangent point of reverse curvature;

thence Southeasterly along said Southerly Right-of-Way line and said Westerly Right-of Way line of Shamerll Blvd., along a curve to the right, having a radius of 153.00 feet, through a central angle of $79^{\circ}31'47''$, for an arc distance of 212.37 feet, the chord of said arc bears $S\ 52^{\circ}55'16''\ E$, for a distance of 195.73 feet [Arc= $212.01'$ (R1,R2), Delta= $79^{\circ}23'24''$ (R1,R2)] to a found Aluminum cap 14671, said point being a point of tangency; thence $S\ 13^{\circ}14'57''\ E$ along said Westerly Right-of-Way, for a distance of 113.43 to **THE TRUE POINT OF BEGINNING;**

said parcel contains 1.5028 acres of land more or less, including any easements of record over the above described parcel, as depicted on Exhibit "A", which is made a part of the document by this reference hereon.



CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: McKenzie Jones, Sustainability Specialist
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Consideration and Possible Adoption of Ordinance No. 2018-09: An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code by amending Title 7, *Health and Sanitation*, Chapter 7-04-001-0006, *Regulations*, to add provisions regarding the submittal of a Materials Management Plan in conjunction with a Site Plan Application for New or Expanded Non-Residential or Multi-Family Developments; and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the February 6, 2018 Council Meeting:

- 1) Read Ordinance No. 2018-09 by title only for the first time
- 2) City Clerk reads Ordinance No. 2018-09 by title only (if approved above)

At the February 20, 2018 Council Meeting:

- 3) Read Ordinance No. 2018-09 by title only for the final time
- 4) City Clerk reads Ordinance No. 2018-09 by title only (if approved above)
- 5) Adopt Ordinance No. 2018-09

Executive Summary:

In an effort to allow for the efficient collection and storage of solid waste, glass, bulk waste, seasonal bulk waste related to move-in and move-out, and including, but not limited to, recyclable materials, Staff has proposed updates to Title 7 of the Flagstaff City Code (Solid Waste Code). The updates would require all new non-residential or multi-family development and any expansion of a non-residential or multi-family building that constitutes a 25-percent increase in either gross floor area, seating capacity, or dwelling units to produce a Materials Management Plan as part of the development application process.

Financial Impact:

None.

Policy Impact:

The proposed changes to the Solid Waste Code impact the development review process by requiring that developers produce a Materials Management Plan that will allow staff to consider and provide feedback on how waste is collected and stored at new or expanded non-residential or multi-family developments.

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

CLIMATE CHANGE: Take meaningful climate change action. Actively manage and protect all environmental and natural resources.

ENVIRONMENTAL AND NATURAL RESOURCES: Actively manage and protect all environmental and natural resources.

- Further develop sustainability and waste removal policies and programs.

REGIONAL PLAN:

Policy E&C.1.4. Maintain air quality through pursuit of non-polluting industry and commercial enterprises.

Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.

Policy E.1.3. Empower all community members to make smarter energy choices through education and incentives.

Goals CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.

Goal PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

Yes. The Rethink Waste Plan was adopted on October 17, 2017. The Rethink Waste Plan establishes a framework for institutionalizing a new approach to managing the City's waste and materials, known as materials management. The Rethink Waste Plan guides City staff over the next three (3) years in implementing the most cost-effective initiatives that will empower the community to be resourceful and reduce waste.

Options and Alternatives:

Option A. Adopt Ordinance 2018-09 as submitted.

Option B. Recommend changes to Ordinance 2018-09.

Option C. Not adopt Ordinance 2018-09 and not require a Materials Management Plan as part of the development application process.

Background/History:

Currently, 90% of the waste collected at non-residential and multi-family properties is sent to the landfill. This conflicts with the goals of the Rethink Waste Plan. Staff proposes adoption of the amendments to the Solid Waste Code to require that developers address the efficient collection and storage of waste when building new or expanding non-residential and multi-family properties.

Key Considerations:

Requiring a Materials Management Plan to be considered by staff during the Community Development Site Plan phase will ensure that developers plan for efficient infrastructure for collecting and storing solid waste, glass, bulk waste, seasonable bulk waste related to move-in and move-out, and including, but not limited to, recyclable materials.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Some non-residential and multi-family developments have insufficient methods for collecting and storing waste. The proposed changes to the Solid Waste Code require developers of all new non-residential and multi-family developments and any expansion of a non-residential and multifamily building that constitutes a 25-percent increase in either gross floor area, seating capacity, or dwelling units submit a Materials Management Plan to ensure sufficient methods for collecting and storing waste.

Community Involvement:

CONSULT: To get a better idea of community opinions on waste and recycling, staff surveyed the community through the Flagstaff Community Forum in August 2017. Of the 236 responses, 95% felt it was extremely or very important that all residents have access to recycling. 89% supported a City goal of achieving zero waste.

Attachments: Ord. 2018-09
 Solid Waste Code Amendment Presentation

ORDINANCE NO. 2018-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE BY AMENDING TITLE 7, *HEALTH AND SANITATION*, CHAPTER 7-04, *MUNICIPAL SOLID WASTE COLLECTION SERVICE*, BY AMENDING CHAPTER 7-04-001-0006, *REGULATIONS*, TO ADD PROVISIONS REGARDING THE SUBMITTAL OF A MATERIALS MANAGEMENT PLAN IN CONJUNCTION WITH A SITE PLAN APPLICATION FOR NEW OR EXPANDED NON-RESIDENTIAL OR MULTI-FAMILY DEVELOPMENTS; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff maintains a Solid Waste Code; and

WHEREAS, the Flagstaff City Council desires to amend the Solid Waste Code by adding the requirement of the submittal of a Materials Management Plan in conjunction with a Site Plan application; and Establishing an Effective Date.

ENACTMENTS:

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

SECTION 1.

Title 7, *HEALTH AND SANITATION*, Chapter 7-4-001-0006, *Regulations*, is hereby amended by the following addition thereto:

B. MATERIALS MANAGEMENT PLAN: THE GOAL OF THE MATERIALS MANAGEMENT PLAN IS TO ENSURE THAT NEW OR EXPANDED DEVELOPMENT IS DESIGNED IN A MANNER THAT ALLOWS FOR THE EFFICIENT COLLECTION AND STORAGE OF SOLID WASTE, GLASS, BULK WASTE, SEASONAL BULK WASTE RELATED TO STUDENT MOVE-IN AND MOVE-OUT, AND INCLUDING, BUT NOT LIMITED TO, RECYCLABLE MATERIALS.

1. APPLICABILITY: A MATERIALS MANAGEMENT PLAN SHALL BE SUBMITTED FOR ALL NEW NON-RESIDENTIAL OR MULTI-FAMILY DEVELOPMENT AND ANY EXPANSION OF A NON-RESIDENTIAL OR MULTI-FAMILY DEVELOPMENT THAT CONSTITUTES A 25-PERCENT INCREASE IN EITHER THE GROSS FLOOR, SEATING CAPACITY, OR DWELLING UNITS.
2. SUBMITTAL REQUIREMENTS: THE MATERIALS MANAGEMENT PLAN SHALL ADDRESS THE COLLECTION AND STORAGE OF WASTE ON-SITE. SPECIFIC SUBMITTAL REQUIREMENTS CAN BE FOUND ON THE COMMUNITY DEVELOPMENT SITE PLAN CHECKLIST.

3. APPROVAL: IN CONJUNCTION WITH A SITE PLAN APPLICATION, THE MATERIALS MANAGEMENT PLAN SHALL BE REVIEWED AND APPROVED BY THE DIRECTOR OR DESIGNEE. THE DIRECTOR MAY APPROVE THE MATERIALS MANAGEMENT PLAN AS SUBMITTED, REQUIRE MODIFICATIONS TO THE MATERIALS MANAGEMENT PLAN, OR APPROVE THE MATERIALS MANAGEMENT PLAN WITH ADDITIONAL REQUIREMENTS NECESSARY FOR THE SAFE AND EFFICIENT COLLECTION OF WASTE GENERATED BY THE NEW OR EXPANDED DEVELOPMENT.

SECTION 2. Effective Date.

This ordinance shall become effective 30 days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of February, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



TEAM FLAGSTAFF



Solid Waste Code Revisions

Ensuring efficient collection and storage of waste in non-residential or multi-family development or expansion.

McKenzie Jones
Sustainability Specialist





- 90% of multifamily and commercial waste is landfilled
- Lack of space to locate collection infrastructure
- Potential cost savings for property managers





TEAM FLAGSTAFF



Proposed changes

- Requires all new and expanded non-residential and multi-family development applications produce a Materials Management Plan
- Provides the opportunity to give feedback as part of development application process
 - Ensures that trash and recyclables can be picked up efficiently
 - Ensures adequate storage capacity exists
 - Encourages best practices in recycling



TEAM FLAGSTAFF



Materials Management Plan requirements

- Identify all collection and storage areas
- Demonstrate adequate capacity to store trash/recyclable materials
- Identify solid waste collection routes
- Identify plan for dealing with move-in/move-out periods
- Identify plan to educate occupants
- Identify a collection entity



TEAM FLAGSTAFF



Review process

- Materials Management Plans are subject to the approval of the Public Works Director or designee



TEAM FLAGSTAFF



Questions?

Thank you!

McKenzie Jones
City of Flagstaff
mjones@flagstaffaz.gov
928-213-2153

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Charity Lee, Real Estate Manager
Co-Submitter: Sarah Darr/Justyna Costa
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Consideration and Possible Adoption of Ordinance No. 2018-11: An ordinance of the Flagstaff City Council authorizing the acquisition of approximately 2.09 acres of Real Property at the Southwest corner of Locket Road and Fanning Avenue, Assessor parcel number 108-05-003B for Affordable Housing, providing for severability, delegation of authority, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the February 6, 2018, Council Meeting:

- 1) Read Ordinance No. 2018-11 by title only for the first time
- 2) City Clerk reads Ordinance No. 2018-11 by title only (if approved above)

At the February 20, 2018, Council Meeting:

- 3) Read Ordinance No. 2018-11 by title only for the final time
- 4) City Clerk reads Ordinance No. 2018-11 by title only (if approved above)
- 5) Adopt Ordinance No. 2018-11

Executive Summary:

City Staff is requesting authority to acquire 2.09 acres of real property (the Property) located at the southwest corner of Lockett Road and North Fanning Drive, Assessor parcel number 108-05-003B, for the purpose of furthering Council's Goal of Affordable Housing. Council will have an opportunity to review and approve a real estate purchase and sale agreement for the Property on February 20 or at a following public meeting.

Financial Impact:

- Purchase Price \$550,000 plus closing costs. The price is fair market value, as determined in a recent appraisal of the Property obtained by the City.
- Appraisal Fee \$2,500.
- Inspection Fees Estimated \$3,000-\$5,000.

Policy Impact:

This Ordinance No. 2018-11 furthers Council's identified affordable housing goals.

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

Affordable Housing-Support development and increase the inventory of public and private affordable housing for renters and home-owners throughout the community.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve Ordinance No. 2018-11 and authorize the acquisition of 2.09 acres for Affordable Housing.
2. Do not approve Ordinance No. 2018-11.

Background/History:

The City Council has identified Affordable Housing in the 2017-2019 Council Goals. Staff has been working to identify properties that the City may acquire or develop to achieve Council's Goal. Staff has identified a 2.09 acre parcel of land (the Property) at the Southeast corner of Lockett Road and North Fanning Drive, Assessor parcel number 108-05-003B, to include in the City's property inventory for Affordable Housing.

The Property is zoned High Density Residential. The Property is currently undeveloped. The Property is located north of Siler Homes, a 128 unit Low Income Public Housing development, owned by the City of Flagstaff and managed within the Housing Section.

A legal description of the Property is being obtained and will be available prior to purchase.

Key Considerations:

Approving Ordinance No. 2018-11 will give staff authority to acquire the Property for Affordable Housing as required by City Charter.

The Property is contiguous with a portion of the north side of the Siler Homes Low Income Public Housing development and future development of housing units will lead to administrative efficiencies, given the location of the main Housing Office on the adjacent parcel. The property will be planned to fit into the neighborhood and take transportation needs along Lockett /Fanning into consideration.

The existing zoning of High Density Residential allows development of multi-family housing, and ultimately further Council's goal of increasing the number of affordable rental units. Preliminary calculations estimate that the existing zoning will allow the development of between 21 and 46 units, although actual units possible are dependent on the site planning process.

Expanded Financial Considerations:

The identified source of funds for this acquisition is the "Land Acquisition" account within the Housing Section's budget. The current balance in the account is \$445,000. The Budget Team has approved funding for the difference between the agreed upon sale price (including associated costs) and the balance in the account. While this purchase exhausts the funds in this account, this property, given its location, is a key piece in the larger picture of increasing affordable housing units in Flagstaff.

Account Number: 021-05-106-0364

Community Benefits and Considerations:

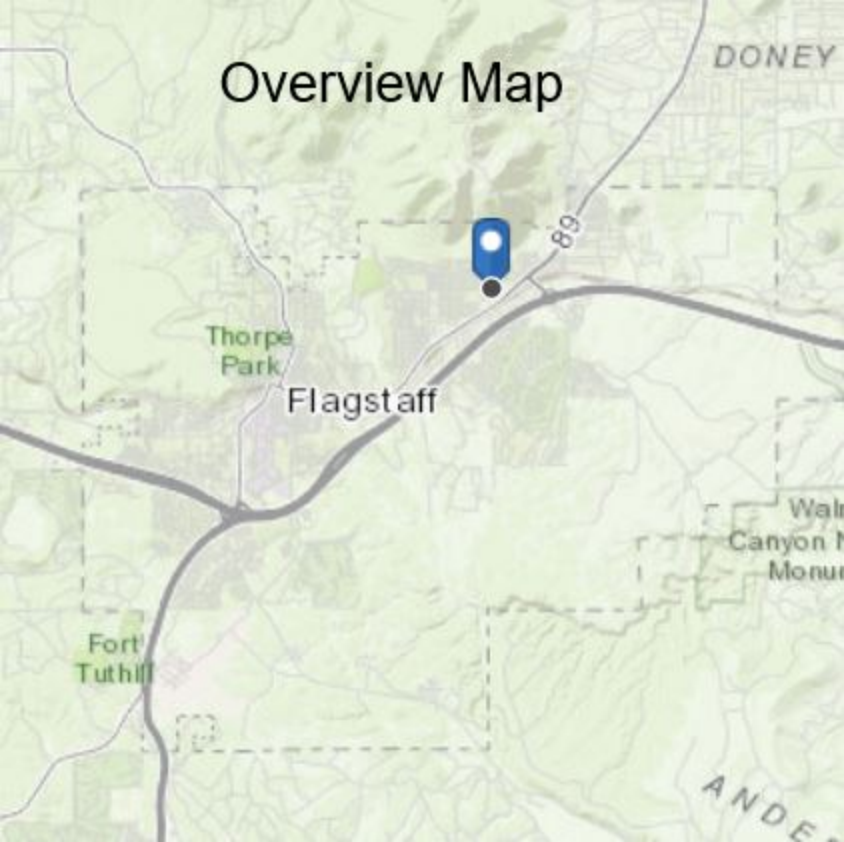
Increase affordable housing units for Flagstaff residents.

Community Involvement:

While there has not been any community involvement directly regarding the acquisition of this particular property, the need for affordable housing in Flagstaff is well documented. Both the community as a whole and the surrounding neighborhoods will have the opportunity for input in the planning of the use of this property for affordable housing.

Attachments: Overview Map
 Parcel Map
 Ord. 2018-11

Overview Map



E LOCKETT RD

Parcel Map

E MILLER DR

N THOMAS DR

N CHRISTENSEN DR

N BERN ST

N N ZURICH ST

N FANNING DR

E ELDER DR

Elder Dr

N Fanning Dr

E LOCKETT RD

ORDINANCE NO. 2018-11

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF APPROXIMATELY 2.09 ACRES OF REAL PROPERTY AT THE SOUTHWEST CORNER OF LOCKETT ROAD AND FANNING AVENUE, ASSESSOR PARCEL NUMBER 108-05-003B FOR AFFORDABLE HOUSING; PROVIDING FOR SEVERABILITY, DELEGATION OF AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff desires to provide affordable housing to its citizens; and

WHEREAS, Affordable Housing is a Council Goal, to support development and increase the inventory of public and private affordable housing for renters and home-owners throughout the community; and

WHEREAS, Article VII, Section 5 of the Flagstaff City Charter provides that the City acquire real property by ordinance.

ENACTMENTS:

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

SECTION 1. In General.

The City Manager or his or her designees are hereby authorized to negotiate with the owners of the real property described in Exhibit A attached hereto and incorporated by reference ("the Property") and to acquire such real property through purchase, exchange, gift, donation, or dedication.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of February, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachments: Property Legal Description

EXHIBIT A

The South half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

EXCEPTING THEREFROM the following described parcel:

That portion of the Southeast quarter of the Northeast quarter of Section 12, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, also known as Parcel "A" of Minor Land Division Survey recorded in Case 6, Map 5, records of Coconino County, Arizona, and more particularly described as follows:

COMMENCING at the East quarter corner of said Section 12;

Thence North 00° 36' 00" West, along the East line of said Section 12, a distance of 179.51 feet to a point on the centerline of Lockett Road, as shown in Book 188 of Official Records, Page 259, records of Coconino County, Arizona;

Thence South 89° 39' 54" West, along said centerline of Lockett Road, a distance of 662.68 feet;

Thence North 00° 26' 46" West, a distance of 33.00 feet to a point on the North line of said Lockett Road and the TRUE POINT OF BEGINNING;

Thence continuing North 00° 26' 46" West, a distance of 123.87 feet;

Thence South 89° 56' 35" East, a distance of 105.08 feet;

Thence South 00° 30' 19" West, a distance of 123.15 feet to a point on said North line of Lockett Road;

Thence North 89° 39' 54" West, along said North line of Lockett Road, a distance of 105.20 feet to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM the following described parcel:

A parcel of land situated in Section 12, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being more particularly described as follows:

BEGINNING, for reference, at the East quarter corner of said Section 12, which is a rebar with aluminum cap stamped "LS 14671";

Thence North 00° 36' 00" West (Basis of Bearings per map recorded at Book 7 of Surveys, Page 31, records of Coconino County, Arizona, "R1") along the East line of said Section 12, a distance of 179.51 feet, "R1";

Thence South 89° 39' 54" West, "R1", along the centerline of Lockett Road, a distance of 662.68 feet (662.64 feet "R1");

Thence North 00° 26' 46" West, "R1", a distance of 33.00 feet, "R1", to the North line of Lockett Road easement per Docket 188, Page 259, records of Coconino County, Arizona, to a ½ inch rebar with cap stamped "LS 18548" hereinafter referred to as a "MON.";

Thence North 89° 39' 54" East, along said North line of Lockett Road, a distance of 210.40 feet to the TRUE POINT OF BEGINNING;

Thence North 00° 34' 01" West, a distance of 122.44 feet to a "MON.";

Thence South 89° 56' 35" East, a distance of 105.08 feet to a "MON.";

Thence South 00° 37' 34" East, a distance of 121.72 feet to a "MON.", to the North line of Lockett Road;

Thence South 89° 39' 54" West, along said North line of Lockett Road, a distance of 105.20 feet, back to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM that portion described as follows:

A portion of that parcel described in Docket 1701, Page 905, records of Coconino County, Arizona, hereinafter referred to as Parcel 1, located in the Northeast quarter of Section 12, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING for reference at the Southeast corner of said Parcel 1, which is a found ½ inch rebar with aluminum cap marked "MARTIN LAND SURVEYS LS 18548";

Thence South 89° 39' 30" West, a distance of 52.68 feet along the South line of said Parcel 1 and the Northerly right-of-way line of Lockett Road to a set ½ inch rebar with plastic cap marked "RLS 18215" and the POINT OF BEGINNING;

Thence continuing South 89° 39' 30" West, a distance of 52.53 feet along the South line of said Parcel 1 and the Northerly right-of-way line of Lockett Road to a set ½ inch rebar with plastic cap marked "RLS 18215" at the Southwest corner of said Parcel 1 and the Southeast corner of that parcel described as Docket 1713, Page 853, records of Coconino County, Arizona;

Thence North 00° 34' 37" West, a distance of 123.14 feet along the West line of said Parcel 1 and the East line of said parcel described as Docket 1713, Page 853, records of Coconino County, Arizona, to a found ½ inch rebar with aluminum cap marked "MARTIN LAND SURVEYS LS 18548" on the South line of that parcel described as Docket 241, Page 721, records of Coconino County, Arizona, at the Northwest corner of said Parcel 1;

Thence South 89° 56' 35" East, a distance of 52.45 feet along the North line of said Parcel 1 and the South line of that parcel described as Docket 1713, Page 853, records of Coconino County, Arizona, to a set ½ inch rebar with plastic cap marked "RLS 18215";

Thence South 00° 36' 41" East, a distance of 122.77 feet to the POINT OF BEGINNING.

AND EXCEPTING THEREFROM the following described parcel:

A portion of that parcel described in Docket 1701, Page 905, records of Coconino County, Arizona, hereinafter referred to as Parcel 1, located in the Northwest quarter of Section 12, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING for reference at the East quarter corner of said Section 12, which is a rebar with aluminum cap stamped "LS 14671";

Thence North 00° 36' 00" West (Basis of Bearings per Map recorded at Book 7 of Surveys, Page 31, records of Coconino County, Arizona, "R1"), along the East line of said Section 12, a distance of 179.51 feet, "R1";

Thence South 89° 39' 54" West, "R1", along the centerline of Lockett Road, a distance of 662.68 feet (662.64 feet, "R1");

Thence North 00° 26' 46" West, "R1", a distance of 33.00 feet, "R1", to the North line of Lockett Road easement per Docket 188, Page 259, records of Coconino County, Arizona, to a ½ inch rebar with cap stamped "LS 18548", hereinafter referred to as a "MON.";

Thence North 89° 39' 54" East, along said North line of Lockett Road, a distance of 105.20 feet;

Thence North 00° 30' 19" West, a distance of 123.15 feet, to a "MON.";

Thence South 89° 56' 35" East, a distance of 105.07 feet, to a "MON.";

Thence South 00° 34' 01" East, a distance of 122.44 feet to a "MON.", to the North line of Lockett Road, said point being the Southeast corner of that parcel described in Docket 1701, Page 905, records of Coconino County, Arizona, and the TRUE POINT OF BEGINNING of this description;

Thence South 89° 39' 30" West, a distance of 52.68 feet along the South line of said Parcel 1 and the Northerly right-of-way line of Lockett Road to a set ½ inch rebar with plastic cap marked "RLS 18215";

Thence North 00° 36' 41" West, a distance of 122.77 feet to a set ½ inch rebar with plastic cap marked "RLS 18215" on the North line of said Parcel 1 and the South line of that parcel described in Docket 241, Page 721, records of Coconino County, Arizona, to a found ½ inch rebar with aluminum cap marked "MARTIN LAND SURVEYS LS 18548" on the South line of that parcel described in Docket 241, Page 721, records of Coconino County, Arizona;

Thence South 89° 56' 35" East, a distance of 52.61 feet along the North line of said Parcel 1 and the South line of that parcel described in Docket 241, Page 721, records of Coconino County, Arizona, to a found ½ inch rebar with aluminum cap marked "MARTIN LAND SURVEYS LS 18548" at the Northeast corner of said Parcel 1 and the Northwest corner of that parcel described in Docket 1811, Page 712, records of Coconino County, Arizona;

Thence South 00° 38' 45" East, a distance of 122.41 feet along the East line of said Parcel 1 and the West line of said parcel described in Docket 1811, Page 712, records of Coconino County, Arizona, to the POINT OF BEGINNING.

AND EXCEPTING THEREFROM the following described parcel:

That part of the North half of the South half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

FROM the Northeast corner of the North half of the South half of the Southeast quarter of the Southeast quarter of the Northeast quarter of said Section 12, North 89° 53' 33" West, along the North line of said North half, a distance of 30.00 feet to the POINT OF BEGINNING and the Northeast corner of the parcel described;

Thence continue North 89° 53' 33" West, along said North line, a distance of 317.00 feet;

Thence South 00° 36' 16" East, a distance of 122.02 feet to a point on the North side of Lockett Road, as created in instrument recorded in Docket 188, Page 259, records of Coconino County, Arizona;

Thence North 89° 44' 30" East, along the North side of Lockett Road, a distance of 292.28 feet to the P.C. of a curve;

Thence around the curve to the left, said curve having a radius of 25.00 feet, and a central angle of 89° 21' 11", a distance of 38.99 feet to the P.T. of the curve, said point being 30.00 feet West of the East line of said Section 12;

Thence North 00° 36' 41 West, 30.00 feet West of the East line of said Section 12, along the West side of Fanning Drive to the POINT OF BEGINNING.

AND EXCEPTING THEREFROM that portion lying within the lines of Lockett Road and Fanning Drive conveyed to the City of Flagstaff by instrument recorded in Docket 188, Page 259, records of Coconino County, Arizona.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Charity Lee, Real Estate Manager
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE:

Consideration and Possible Adoption of Ordinance No. 2018-12: An ordinance of the City Council of the City of Flagstaff authorizing the abandonment of any right-of-way in the remnant property located along the east side of South Elden Street, directing the remnant property to be combined with the adjacent City Property located at 303 South Lone Tree Road, Assessor parcel number 104-19-117, and reserving an easement for continuation of utility uses; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the February 6, 2018, Council Meeting:

- 1) Read Ordinance No. 2018-12 by title only for the first time
- 2) City Clerk reads Ordinance No. 2018-12 by title only (if approved above)

At the February 20, 2018, Council Meeting:

- 3) Read Ordinance No. 2012-12 by title only for the final time
- 4) City Clerk reads Ordinance No. 2018-12 by title only (if approved above)
- 5) Adopt Ordinance No. 2018-12

Executive Summary:

City Staff is requesting Council approval to abandon any excess right-of-way in the remnant property located along the east side of South Elden Street and combine with the adjacent City property located at 303 S. Lone Tree Road to create a greater buildable site for additional affordable housing units.

Financial Impact:

None

Policy Impact:

None.

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

Regional Plan Policy:

NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.

Council Goal:

AFFORDABLE HOUSING Support development and increase the inventory of public and private affordable housing for renters and home owners throughout the community.

Has There Been Previous Council Decision on This:

No.

Background/History:

The City Planners, Engineers, Water Services and Traffic have evaluated that certain remnant property along the east side of South Elden Road and have determined the remnant is not needed nor will it be needed in the foreseeable future for right-of-way. A better use for the remnant property is to combine it with the adjacent City property thereby increasing the buildable area at 303 South Lone Tree Road. The City desires to develop 303 South Lone Tree Road for Affordable Housing. Increasing the buildable area may allow for additional affordable housing units on the site.

Key Considerations:

Combining the remnant parcel with the adjacent City property may create a greater buildable site for Affordable Housing.

Community Benefits and Considerations:

More affordable housing units may be built on the adjacent City property.

Community Involvement:

None.

Attachments: [Map of Area to Abandon](#)
 [Docket 1381 Page 936](#)
 [Elden Road Plat Map](#)
 [Ord. 2018-12](#)
 [Ord. 2018-12 Exh. A](#)

Proposed Right-of-Way Abandonment



HELEN I. HUGHES
COCONINO COUNTY RECORDER
OFFICIAL RECORDS OF
COCONINO COUNTY
INST# 91-02699 FEE: \$ 10.00
AT THE REQUEST OF:
FIRST AMERICAN TITLE
DATE: 02/12/91 TIME: 03:15
DKT: 1381 PG: 936 #PAGES: 5

WHEN RECORDED MAIL TO:
CITY OF FLAGSTAFF
ATTN: LINDA BUTLER
211 W. ASPEN
FLAGSTAFF, AZ. 86001

WARRANTY DEED

For the consideration of One Dollar, and other valuable considerations, I or we,

STONE FOREST INDUSTRIES, INC., WHICH ACQUIRED TITLE AS CRYSTAL II ACQUISITION CORPORATION, a Delaware corporation

hereafter called the Grantor, hereby conveys to the CITY OF FLAGSTAFF, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, the following real property situated in Coconino County, Arizona together with all rights and privileges appurtenant thereto, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear on record, the Grantor warrants the title against all persons whomsoever.

DATED this 10th day of JANUARY, 1991.

Sherry Kull
STATE OF ARIZONA)
COUNTY OF COCONINO)

STONE FOREST INDUSTRIES, INC., which
acquired title as CRYSTAL II ACQUISITION
CORPORATION, a Delaware corp.
BY Sherry Kull

STATE OF ARIZONA)
COUNTY OF COCONINO) ss.

On this the 10th day of January, 1991, before me, the undersigned officer, personally appeared LAURE T. LECHE, who acknowledged himself/herself to be the VICE PRESIDENT of STONE FOREST INDUSTRIES INC., and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:
8/30/94

Shirley Jackson
Notary Public

City File No. _____

EXEMPT ARS 42-1614 A-3

OFFICIAL SEAL
SHIRLEY JACKSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/30/94

1381-936

EXHIBIT "A"

THIRD AMENDED
Commitment No. 02-81855 T

PARCEL 1
(CITY OF FLAGSTAFF "1-A")

A portion of that parcel of land described in Docket 55, Page 309 (R1), Records of Coconino County (R.C.C.), Arizona, in the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a strip of land generally 22.5 feet in width lying adjacent to and Southerly of that parcel of land described in Docket 1200, Page 8, R.C.C., more particularly described as follows:

COMMENCING at the East quarter corner of said Section 22, monumented by an aluminum cap marked "ARENCO", from whence the Northeast corner of said Section 22 bears North $00^{\circ} 46' 00''$ West [Basis of Bearings (Measured [M] and Record per Book 6, Page 5, R.C.C.)]; thence South $88^{\circ} 46' 25''$ East, 2,643.14 feet (M) to a rebar with brass tag marked "L.S. 13014" which marks the locally accepted center quarter corner of said Section 22, from whence an unmarked brass disk bears North $87^{\circ} 09' 50''$ East, 14.72 feet (M); thence North $00^{\circ} 29' 41''$ West (M) along the North-South mid-section line of said Section 22, 1,282.21 feet to the Southerly right-of-way of Butler Avenue as described in Docket 238, Page 634, R.C.C.; thence along the said Southerly right-of-way, also being the Northerly boundary of that parcel of land described in Docket 639, Page 150 (R2), R.C.C., North $78^{\circ} 53' 26''$ West (M) (North $78^{\circ} 09' 08''$ West [R2]), 157.37 feet (M) to the Point of Curvature (P.C.) of a curve concave to the North, having a radius of 3,539.67 feet (M) (3,539.93 feet [R2]), said P.C. monumented by an "ARENCO" aluminum cap marked "P.E. 971 L.S. 4321"; thence continuing along said Southerly right-of-way and Northerly property boundary, 84.11 feet (M) (84.44 feet [R2]) along the arc of said curve, through a central angle of $01^{\circ} 21' 41''$ (M) ($01^{\circ} 22' 00''$ [R2]) to the Northwest corner of that parcel of land described in said Docket 639, Page 150 [R2]; thence South $05^{\circ} 13' 56''$ West (M) (South $05^{\circ} 37' 57''$ West [R2]) along the Westerly boundary of R2, 2.51 feet (M) to a non-tangent Point of Curve (P.O.C.) concave to the North, having a radius of 3,542.17 feet (M), from whence the radius point bears North $11^{\circ} 24' 00''$ East (M), said P.O.C. being the Point of Beginning at the Southeast corner of that parcel of land described in said Docket 1200, Page 8; thence Westerly along the Southerly boundary of that parcel of land described in said Docket 1200, Page 8, 39.05 feet along the arc of said curve, through a central angle of $00^{\circ} 37' 54''$ to a point of compound curvature (P.C.C.), from whence the common radial bears North $12^{\circ} 01' 54''$ East; thence continuing along said Southerly boundary Northwesterly, 309.15 feet along the arc of a curve to the right, having a radius of 1,878.54 feet, through a central angle of $09^{\circ} 25' 45''$ to a point of reverse curvature (P.R.C.);

CONTINUED. . . .

1381-937

EXHIBIT "A"**PAGE 2****PARCEL 1**
Continued

thence continuing along said Southerly boundary Westerly, 209.52 feet along the arc of a curve to the left, concave to the South, having a radius of 523.47 feet, through a central angle of $22^{\circ} 55' 56''$ to a point of tangency (P.T.); thence South $88^{\circ} 31' 43''$ West, 919.88 feet to the Southwest corner of that parcel of land described in said Docket 1200, Page 8; thence South $00^{\circ} 49' 35''$ East along the Westerly boundary of that parcel of land described in said Docket 55, Page 309 (R1), 22.50 feet; thence North $88^{\circ} 31' 43''$ East, 892.64 feet to the P.C. of a curve concave to the South, having a radius of 579.25 feet; thence 195.64 feet along the arc of said curve, through a central angle of $19^{\circ} 21' 07''$ to a P.T.; thence South $74^{\circ} 07' 10''$ East, 150.00 feet to the P.C. of a curve concave to the North, having a radius of 1,845.25 feet; thence 218.07 feet along the arc of said curve, through a central angle of $06^{\circ} 46' 16''$ to a P.T.; thence South $78^{\circ} 53' 26''$ East, 17.64 feet to a point on the Westerly boundary of that parcel of land described in said Docket 639, Page 150 (R2); thence North $05^{\circ} 13' 56''$ East (M) (North $05^{\circ} 37' 57''$ East [R2]) along said Westerly boundary, 22.06 feet to the Point of Beginning.

EXCEPT the West 20 feet thereof.

PARCEL 2
(CITY OF FLAGSTAFF "12-A")

A parcel of land in the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of that parcel of land described in Docket 55, Page 309, Records of Coconino County (R.C.C.), being a portion of Tract "Y" of the Washington Addition to the City of Flagstaff as shown on the "Amended Plat of Tract "Y", Washington Addition" recorded in Book 2 of Maps and Plats, Page 11 (R.C.C.) and a portion of Lots 2, 3, and 4 of Block 15 of the Washington Addition to the City of Flagstaff as recorded in Book 2 of Maps, Page 2, R.C.C., and a portion of Lots 7 through 11, inclusive, of Block 14 of Brannen Addition to the City of Flagstaff as recorded in Book 1 of Maps, Page 12, R.C.C., more particularly described as follows, and further referenced as "Parcel A":

COMMENCING for reference at the Northwest corner of said Section 22, being a U.S.B.L.M. brass cap, from whence the Southwest corner of said Section 22, being a $5/8$ inch rebar in pavement, bears, South $00^{\circ} 51' 03''$ East, 5,274.56 feet (Measured) [Basis of Bearings - calculated from City of Flagstaff State Plane coordinates]; thence South $00^{\circ} 30' 40''$ East, 2,650.42 feet to the West quarter corner of said Section 22, monumented by a 40-penny nail in

CONTINUED. . . .

1381-938

PARCEL 2
Continued

concrete scribed "E1/4 XXI"; thence North $89^{\circ} 18' 35''$ East along the East-West midsection line of said Section 22, 976.69 feet to a 5/8 inch rebar at the Southeast corner of Tract "X" of the said Washington Addition; thence North $00^{\circ} 58' 54''$ West, 500.00 feet to the most Southerly corner of said Tract "Y"; thence North $37^{\circ} 58' 54''$ West along the Southerly boundary of Tract "Y", 104.94 feet to the Point of Beginning; thence continue North $37^{\circ} 58' 54''$ West along the Southerly boundary of said Tract "Y", 45.06 feet; thence North $65^{\circ} 53' 54''$ West along the said Southerly boundary of said Tract "Y", 154.30 feet; thence North $29^{\circ} 48' 46''$ West along the Westerly boundary of said Tract "Y", 246.02 feet to a point on the South boundary of Lot 4, Block 15, of the said Washington Addition; thence South $89^{\circ} 14' 35''$ West, 34.06 feet along the South boundary of said Lot 4, Block 15 to the Southwest corner of said Lot 4; thence North $00^{\circ} 08' 48''$ West along the West line of said Lots 2, 3, and 4 of Block 15, 139.16 feet; thence North $89^{\circ} 00' 43''$ East, 131.59 feet; thence South $00^{\circ} 50' 10''$ East, 139.69 feet to the said South boundary of Lot 4 of said Block 15; thence continue South $00^{\circ} 50' 10''$ East, 100.34 feet; thence North $89^{\circ} 01' 06''$ East, 128.00 feet to a point on the South boundary of Lot 7 of Block 14, said Brannen Addition; thence North $00^{\circ} 49' 59''$ West, 248.04 feet to a point further referenced herein as "Point A"; thence South $07^{\circ} 04' 49''$ East, 129.32 feet to the point of curvature of a curve to the left, concave to the West, having a radius of 1,482.43 feet; thence 151.34 feet along the arc of said curve, through a central angle of $05^{\circ} 50' 57''$; thence South $01^{\circ} 13' 52''$ East, 126.40 feet; thence North $88^{\circ} 46' 08''$ East, 35.00 feet; thence South $01^{\circ} 13' 52''$ East, 58.36 feet to the Point of Beginning.

AND a portion of Lots 7, 8, 9 and 10 of Block 18 of said Brannen Addition, and portions of the vacated Elden Street and the vacated Clark Street of said Brannen Addition (vacations per Book 71 of Deeds, Page 179, R.C.C.), and being a portion of that parcel of land described in Docket 55, Page 309, R.C.C., more particularly described as follows, and further referenced as "Parcel B":

BEGINNING at the Northwest corner of Lot 10, Block 18, Brannen Addition; thence North $89^{\circ} 01' 39''$ East along the North line of said Lot 10, 23.74 feet; thence South $00^{\circ} 58' 21''$ East, 105.92 feet to a Point of Curvature of a curve to the left, concave to the East, having a radius of 1,382.40 feet; thence Southerly 147.36 feet along the arc of said curve, through a central angle of $06^{\circ} 06' 28''$; thence South $07^{\circ} 04' 49''$ East, 19.54 feet to a point on the North boundary of Lot 12, Block 14, said Brannen Addition, from whence the aforementioned "Point A" bears South $07^{\circ} 04' 48''$ East 52.24 feet;

CONTINUED. . . .

1381-939

HELEN I. HUDGENS
COCONINO COUNTY RECORDER
OFFICIAL RECORDS OF
COCONINO COUNTY
INST#: 91-02700 FEE: \$ 10.00
AT THE REQUEST OF:
MINNESOTA TITLE AGENCY
DATE: 02/12/91 TIME: 03:20
DKT: 1381 PG. 941 #PAGES: 3

When recorded mail to:
Bosco & DiMatteo, P.C.
3101 N. Central #700
Phoenix, AZ 85012

41040

Hunter's Seed

Official Receipt
Coconino County Recorder's Office
Patty Hansen, Recorder
110 East Cherry Avenue
Flagstaff, AZ 86001-4627
(928) 679-7850

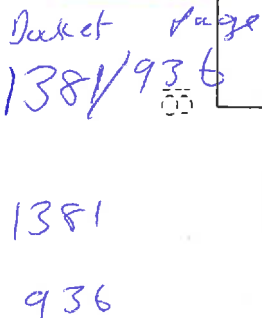
Receipt: 216078

Product	Name	Extended
C	COPIES	\$5.00
# Pages 5, Paid By: city of flag Copy \$5.00		
Total		\$5.00
Tender (On Account (Charge or Prepay))		\$5.00
Account:	FLAG - FLAGSTAFF CITY OF - REAL ESTATE	
Balance:	\$178.00	

BOOK 104
MAP 2

BUTLER AVENUE

SURVEYS	
BOOK	PAGE
" 12	81
CASE 7	MAP 70
BOOK 16	" 70
" 17	76
" 20	28
" 20	51
" 20	58
" 21	3
" 21	9



"FOR INFORMATION ONLY, NO LIABILITY ASSUMED"

PARCEL 2
Continued

thence South $89^{\circ} 00' 43''$ West along the North line of said Lot 12, 34.32 feet to the Northwest corner of said Lot 12, Block 14, Brannen Addition; thence North $44^{\circ} 06' 38''$ West, 99.19 feet to the Southeast corner of Lot 6, Block 17, of said Brannen Addition; thence North $89^{\circ} 00' 43''$ East, 68.00 feet to the Southwest corner of Lot 7, Block 18, Brannen Addition; thence North $00^{\circ} 50' 15''$ West along the West line of said Block 18, Brannen Addition, 200.03 feet to the Point of Beginning.

1381-940

ASHURST, WASHINGTON + PT BRANNEN ADDITIONS
PT SW4NW4 SECTION 22, T21-R7E

BOOK 104
MAP 2

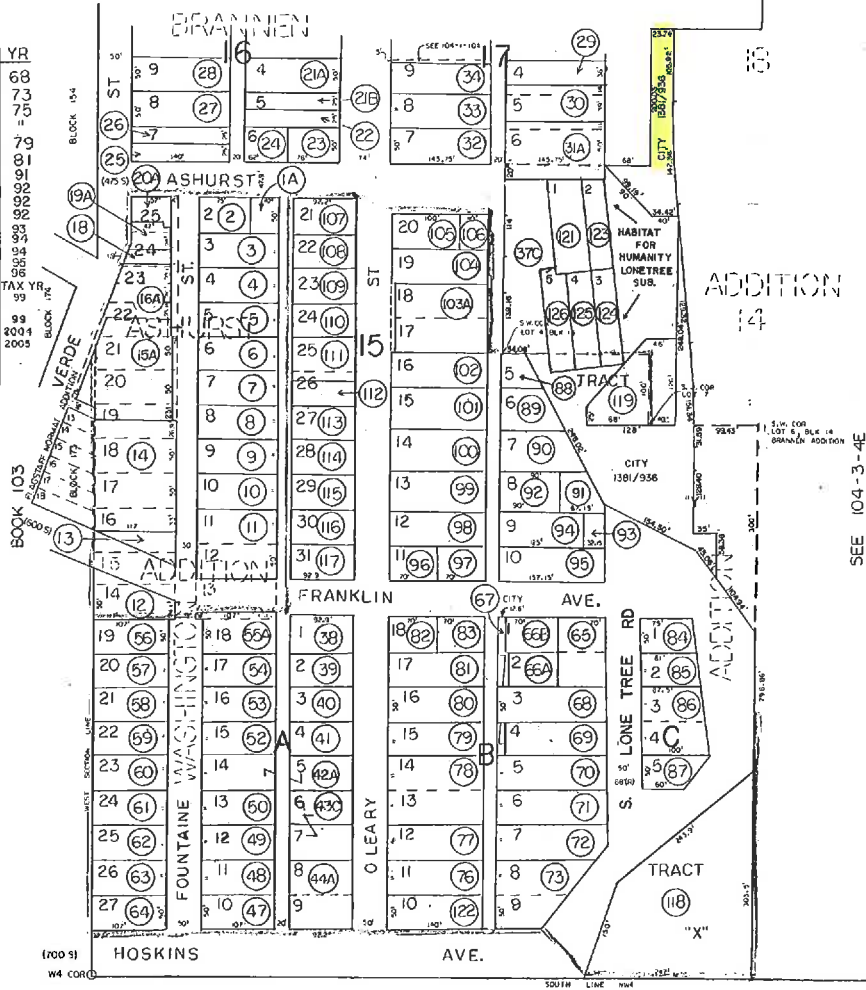
BUTLER AVENUE

MAP 1

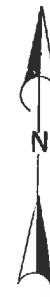
SURVEYS
BOOK 11 PAGE 45
" 12 " 81
CASE 7 MAP 70
BOOK 18 PAGE 70
" 17 " 76
" 20 " 28
" 20 " 61
" 21 " 68
" 21 " 9

CANCEL YR

35 68
55 73
74 75
75 75
21 79
66 81
121 91
42 92
51 92
37 92
103=103A
15=15A
16,17=16A
43=43A, B
44,45,46=44A
TAX YR
99
2001
2005
121A=104-03-004E
31A,3B,100H2=12B
(MAGNET HUM.)
43A,43B=43C
31,37,31A



SEE 104-3-4E



COCONINO COUNTY ASSESSOR			
SCALE	LAST REVISION		
1" = 120'	11-12-04		
TAX CODE	PARCELS	MARKED	PARCELS
0150		01/19	

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED"

MAP RETRACED 1983

MAP 9

ORDINANCE NO. 2018-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE ABANDONMENT OF ANY RIGHT-OF-WAY IN THE REMNANT PARCEL LOCATED ALONG THE EAST SIDE OF SOUTH ELDEN STREET, DIRECTING THE REMNANT PARCEL TO BE COMBINED WITH THE ADJACENT CITY PROPERTY LOCATED AT 303 SOUTH LONE TREE ROAD, ASSESSOR PARCEL NUMBER 104-19-117, AND RESERVING AN EASEMENT FOR CONTINUATION OF UTILITY USES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Planners, Engineers, Water Services and Traffic have evaluated that certain remnant property along the east side of South Elden Road and have determined that remnant is not needed nor will it be needed in the foreseeable future for right-of-way; and

WHEREAS, the remnant property serves no transportation purpose; and

WHEREAS, combining the remnant property with the adjacent City property will increase the overall square footage of the City property thereby increasing the buildable area at 303 South Lone Tree Road; and

WHEREAS, the remnant property was deeded to the City pursuant to that certain Document No.1381 Page. 936-940, recorded in the records of the Coconino County Recorder's Office on February 12, 1991; and

WHEREAS, there is a question as to whether the remnant property is right-of-way; and

WHEREAS, the City has authority to abandon public rights-of-way pursuant to A.R.S. § 28-7201 et seq. and pursuant to the City Code, Title 11, *General Plans and Subdivisions*, Division 11-20-160, *Abandonment or Vacation of Public Right-of-Way*; and

WHEREAS, pursuant to A.R.S. § 28-7210 upon abandonment of public right-of-way an easement for continuation of existing utility uses shall be reserved.

ENACTMENTS:

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

SECTION 1. In General.

That certain remnant property located along the east side of South Elden Street, legally described and depicted in Exhibit A attached hereto ("the remnant property") is hereby abandoned as right-of-way, and the remnant property shall be combined with the adjacent City property located at 303 South Lone Tree Road, Assessor parcel number 104-19-117.

The City Engineer is directed to prepare a reservation of easement along with a legal description, and cause the same to be recorded over, under, and across those areas of the remnant property necessary and appropriate for continuation of existing utility uses of the remnant property.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Engineer, City Clerk, Finance Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of February, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

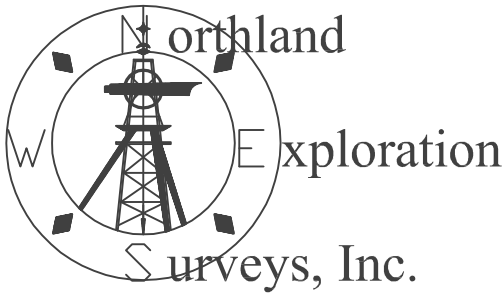


EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of Elden Street as shown on Instrument No. 3583171, Records of Coconino County (R.C.C) (R1), situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the Northwest corner of that parcel recorded as Lot 117 of the Amended Final Plat of Aspen Place at the Sawmill Improvement District as recorded in Instrument No. 3583171, R.C.C. (R1), said point being a found nail with tag marked RLS 48943, thence S 00° 47' 14" E [Basis of Bearings per the City of Flagstaff Low Distortion Projection] along the existing Easterly Right-of-way line of Elden Street (R1), for a distance of 106.12 feet to a found illegible plastic cap, said point being a point of curvature;

thence Southeasterly along the said Easterly Right-of-way line (R1), along a curve to the left, having a central angle of 6° 07' 00" and a radius of 1380.34 feet, for a distance of 147.36 feet, the chord of said curve bears S 03° 50' 44" E a distance of 147.29 feet to a found aluminum cap marked RLS 14671, said point being a point of tangency;

thence S 06° 54' 14" E, along the said Easterly Right-of-way line (R1), for a distance of 50.56 feet to a found plastic cap marked RLS 48943, said point being the most Northerly corner of Tract FF (R1), said point being the cusp of a non-tangent point;

thence Northwesterly along a curve to the left, having a central angle of 21° 03' 35" and a radius of 55.50 feet, for a distance of 20.40 feet, the chord of said curve bears N 63° 30' 38" W a distance of 20.29 feet to a set 1/2" rebar with aluminum cap marked RLS 14671, said point being a point of reverse curvature;

thence Northwesterly along a curve to the right, having a central angle of 67° 08' 12" and a radius of 23.00 feet, for a distance of 26.95 feet, the chord of said curve bears N 40° 28' 20" W a distance of 25.43 feet to a set 1/2" rebar with aluminum cap marked RLS 14671, said point being a point of tangency;

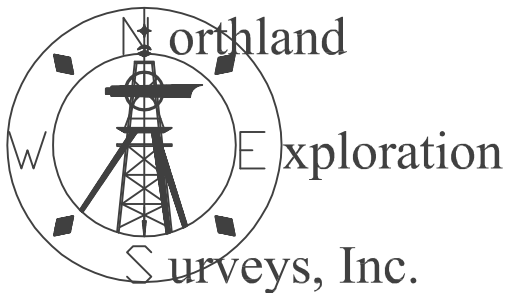
thence N 06° 54' 14" W, parallel with and 31.00 feet Westerly of the said Easterly Right-of-way line of Elden Street (R1), for a distance of 18.21 feet to a set 1/2" rebar with aluminum cap marked RLS 14671, said point being a point of curvature;

thence Northwesterly, parallel with and 31.00 feet Westerly of the said Easterly Right-of-way line of Elden Street (R1), along a curve to the right, having a central angle of 6° 07' 00" and a radius of 1411.34 feet, for a distance of 150.67 feet, the chord of said curve bears N 03° 50' 44" W a distance of 150.60 feet to a set 1/2" rebar with aluminum cap marked RLS 14671, said point being a point of tangency;

thence N 00° 47' 14" W, parallel with and 31.00 feet Westerly of the said Easterly Right-of-way line of Elden Street (R1), for a distance of 81.89 feet to a set 1/2" rebar with aluminum cap marked RLS 14671, said point being a point of curvature;

Descriptive Title _____

City File No. _____



LEGAL DESCRIPTION (cont.):

thence Northwesterly and Northeasterly along a curve to the right, having a central angle of $11^{\circ} 24' 54''$ and a radius of 50.00 feet, for a distance of 9.96 feet, the chord of said curve bears $N 04^{\circ} 55' 12'' E$ a distance of 9.94 feet to a set 1/2" rebar with aluminum cap marked RLS 14671, said point being a point of tangency;

thence $N 10^{\circ} 37' 39'' E$ for a distance of 14.61 feet to a set 1/2" rebar with aluminum cap marked RLS 14671;

thence $N 89^{\circ} 11' 20'' E$ for a distance of 17.12 feet to a point, said point being the Southwesterly corner of that Parcel recorded in Instrument No. 3304300, R.C.C.;

thence continue $N 89^{\circ} 11' 20'' E$, along the South line of said Parcel recorded in Instrument No. 3304300, R.C.C., for a distance of 10.00 feet to the POINT OF BEGINNING,

said parcel of land contains 9,148 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.



Descriptive Title _____

City File No. _____

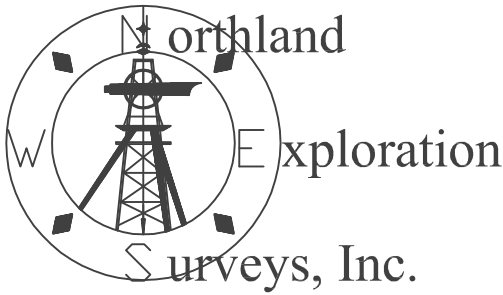
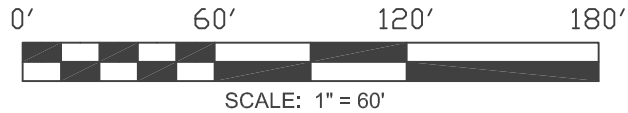


EXHIBIT "A-1"

A PORTION OF ELDEN STREET, AS RECORDED IN INSTRUMENT No. 3583171, R.C.C., SITUATED IN SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA



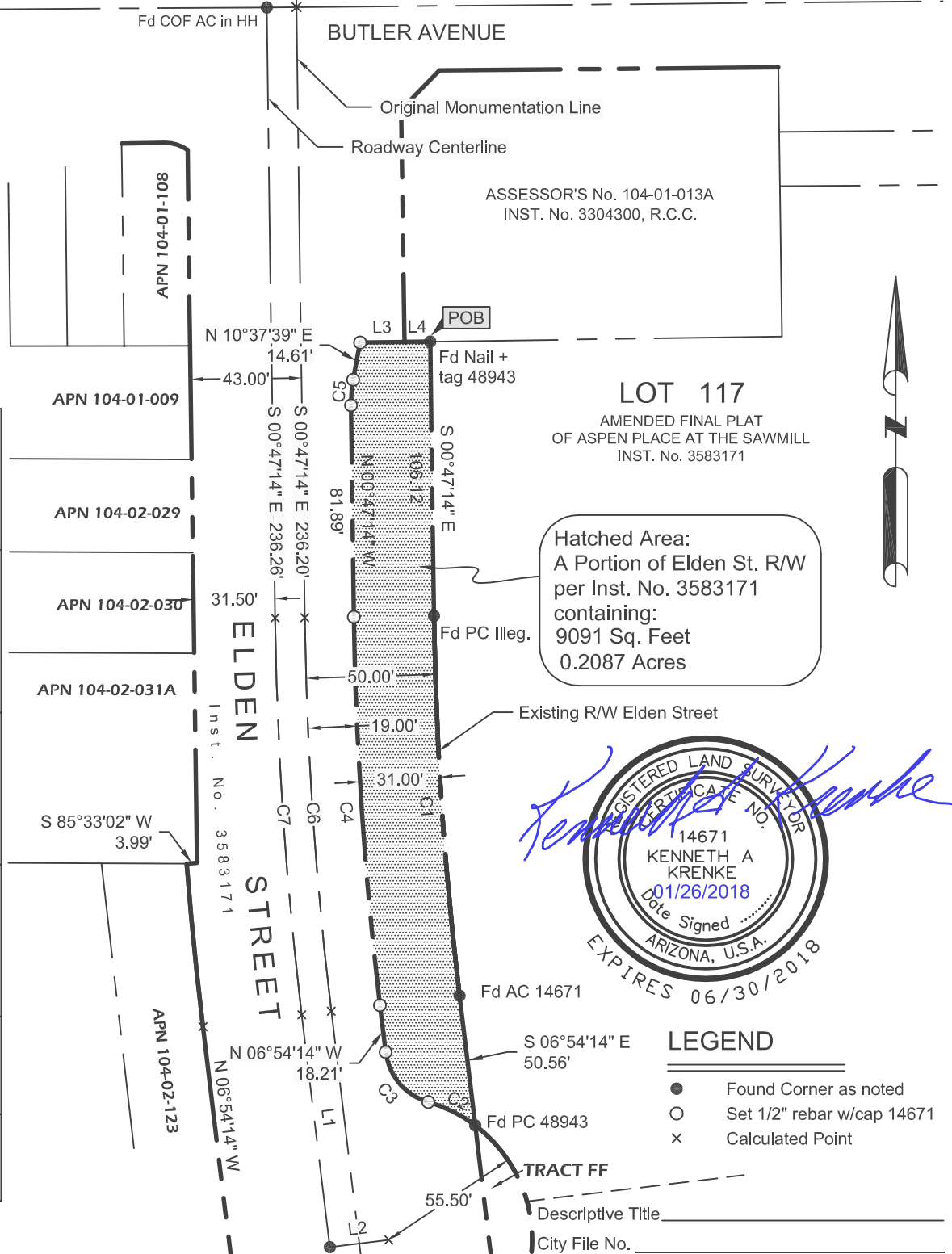
(R1) - Amended Final Plat of Aspen Place at the Sawmill Improvement District recorded in Instrument No. 3583171, R.C.C.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 06°54'14" E	90.53'
L2	N 83°05'46" E	23.00'
L3	N 89°11'20" E	17.12'
L4	N 89°11'20" E	10.00'

CURVE DATA:

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	6°07'00"	1380.34'	147.36'	147.29'	S 03°50'44" E
C2	21°03'35"	55.50'	20.40'	20.29'	N 63°30'38" W
C3	67°08'12"	23.00'	26.95'	25.43'	N 40°28'20" W
C4	6°07'00"	1411.34'	150.67'	150.60'	N 03°50'44" W
C5	11°24'54"	50.00'	9.96'	9.94'	N 04°55'12" E
C6	6°07'00"	1430.34'	152.70'	152.62'	N 03°50'44" W
C7	6°07'00"	1441.84'	153.93'	153.85'	N 03°50'44" W



CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Co-Submitter: Dan Folke, Planning Director
Date: 01/29/2018
Meeting Date: 02/06/2018



TITLE

Discussion: Review of Conditional Use Permit process and possibility of modifying the current process to have Planning and Zoning Commission make a recommendation to Council with the final decision being made by Council.

STAFF RECOMMENDED ACTION:

Council discussion/possible direction.

EXECUTIVE SUMMARY:

On January 16, 2018, Councilmember McCarthy brought forward a Future Agenda Item Request to discuss the possibility of having the Planning and Zoning Commission make recommendations to Council, with the final decision being made by Council with regard to Conditional Use Permits. At that time, there was support to move this item to a future agenda, and subsequently support to move it to the front of the discussion queue.

INFORMATION:

The purpose, requirements and procedures to process Conditional Use Permits (CUP) are found in Section 10-20.40.050 of the Zoning Code and attached to this summary. Conditional Use Permits are required for permitted uses that may need conditions to mitigate impacts of the use. Uses that require a CUP are identified with a "UP" in the tables for each specific zone (Chapter 10-40). The current process requires an application that is reviewed by Current Planning staff. Quite often the application includes a concept or site plan review.

Once the concept or site plan is approved, indicating the proposed development complies with the development standards, the request is scheduled for a public hearing with the Planning and Zoning Commission. Staff prepares a report which either recommends approval or denial. Approvals typically include conditions which must be related to mitigating an impact. If it is determined the request has impacts that cannot be mitigated through conditions and are detrimental to the public health, safety or welfare, or incompatible with surrounding uses, the Commission can deny the request. Typical conditions may address impacts such as noise, odors, dust or traffic. A reasonable condition may be to limit the hours of operation, require special equipment or require a turn lane. The Planning and Zoning Commission makes the final decision whether to approve the request and appeals of the decision go to City Council.

Staff completed research on how other cities in Arizona process CUPs. Of 55 cities, 33 have the City Council make the final decision. During 2017, the City processed 5 CUP requests and 6 CUP requests during 2016. One detail that will need to be decided, should the proposed change to the CUP process be adopted, is where appeals of a City Council decision are heard. Typically decisions by City Council are appealed to the Superior Court, however cities may also use a Board of Adjustment or an outside hearing officer to hear appeals. Staff has attached Division 10-20.80 Procedure for Appeals. This section includes Table 10-20.80.010.A Review Authorities which details the current review authority for permit requests and also outlines the process for appeals.

Attachments: Inventory
 CUP.Process
 Appeals.Process

CUP Approvals Inventory: Arizona

Municipality	CUP Approval	CUP Appeal
Apache Junction	PZC	CC
Avondale	CC	CC
Buckeye	PZC	CC
Bullhead City	PZC	CC
Camp Verde	CC	CC
Carefree	CC	CC
Casa Grande	PZC	CC
Cave Creek	CC	CC
Chandler	CC	CC
Cottonwood	PZC	CC
El Mirage	CC	CC
Eloy	CC	CC
Flagstaff	PZC	CC
Fountain Hills	CC	CC
Gila Bend	CC	CC
Gilbert	PZC	CC
Glendale	PZC	CC
Globe	PZC	BOS
Goodyear	CC	CC
Kingman	CC	CC
Lake Havasu City	PZC	CC
Litchfield Park	CC	CC
Marana	PZC	CC
Maricopa	PZC	CC
Mesa	CC	CC
Oro Valley	CC	CC

Municipality	CUP Approval	CUP Appeal
Page	PZC	CC
Paradise Valley	CC	CC
Parker	TC	TC
Payson	TC	TC
Peoria	PZC	CC
Phoenix	CC	CC
Pima	PZC	CC
Prescott	BOA	BOA
Prescott Valley	TC	TC
Queen Creek	TC	BOA
Safford	CC	CC
Scottsdale	CC	CC
Sedona	PZC	CC
Show Low	PZC	CC
Sierra Vista	CC	CC
Springerville	PZC	CC
Superior	PZC	BOA
Surprise	PZC	CC
Tempe	CC	CC
Tolleson	CC	CC
Tucson	CC	BOA
Wilcox	CITIZEN REV.	CITIZEN REV
Williams	CC	CC
Winslow	PZC	CC
Yuma	PZC	CC

Approvals:

PZC: 22

CC 33

City of Flagstaff Conditional Use Permits 2016-2017

2017-5

Cross Fit – Commercial Indoor Recreation in the Light Industrial-Open zone

AKDHC – Medical Office in the Light Industrial zone

West St. Apartments – Planned Residential Development in the Highway Commercial zone

Mother Road – Tasting Room in the Light Industrial zone

Cell Tower – new antenna supporting structure

2016-6

3 Cell Towers – new antenna supporting structures

Tract A Presidio – Planned Residential Development in a commercial zone

Rehab Hospital – Hospital in the Research & Development zone

Insurgent Fitness – Commercial Indoor recreation in the Light Industrial-Open zone

E. Vacated Site

If the site from which the structure is moved is within the City, the site shall be cleaned and all trash, debris, and construction materials removed prior to the issuance of the Certificate of Occupancy for the relocated structure.

10-20.40.050 Conditional Use Permits**A. Purpose**

The purpose of Conditional Use Permits is to provide a process for reviewing uses and activities that are permitted in an applicable zone, but that require more discretionary review and the possible imposition of conditions to mitigate the effects of the proposed use.

B. Applicability

Chapter 10-40 (Specific to Zones) identifies land uses and activities that require a Conditional Use Permit.

C. Application Requirements**1. Pre-application Review**

An optional pre-application review with the Director is recommended for all applications for a Conditional Use Permit in compliance with the procedures set forth in Section 10-20.30.040 (Pre-application Review by Director).

2. Application Requirements

An application for a Conditional Use Permit shall be submitted on a form prescribed by the City in compliance with Section 10-20.30.020 (Application Process), together with the information and materials requested in the application checklist and the required fee established in Appendix 2 (Planning Fee Schedule).

3. Responsibility

It is the responsibility of the applicant to provide support for the findings required by Subsection E, below.

4. Effective Date

The Conditional Use Permit shall have an effective date of 10 days following the date of approval by the Planning Commission, unless the Planning Commission's action is appealed in compliance with Section 10-20.80.030.F.

D. Public Hearings and Procedures

The Planning Commission shall hold a public hearing on the application for a Conditional Use Permit and shall, at the conclusion of the public hearing, approve, with or without conditions, or deny the application in compliance with the requirements for conditional uses and other applicable requirements of this Zoning Code. The public hearing shall be noticed in compliance with Section 10-20.30.080 (Notice of Public Hearings).

E. Findings

The Planning Commission may approve the Conditional Use Permit only after making the following findings:

1. That the conditional use is consistent with the objectives of this Zoning Code and the purpose of the zone in which the site is located.
2. That granting the conditional use will not be detrimental to the public health, safety or welfare. The factors to be considered in making this finding shall include, but not be limited to:
 - a. Property damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination;
 - b. Hazard to persons or property from possible explosion, contamination, fire or flood; and,
 - c. Impact on surrounding areas arising from unusual volume or character of traffic.
3. That the characteristics of the conditional use as proposed and as it may be conditioned are reasonably compatible with the types of uses permitted in the surrounding area. The Conditional Use Permit shall be issued only when the Planning Commission finds that the applicant has considered and adequately addressed the following to ensure that the proposed use will be compatible with the surrounding area:
 - a. Access, traffic, and pedestrian, bicycle and vehicular circulation;
 - b. Adequacy of site and open space provisions, including resource protection standards, where applicable;
 - c. Noise, light, visual and other pollutants;
 - d. Proposed style and siting of structure(s), and relationship to the surrounding neighborhood;
 - e. Landscaping and screening provisions, including additional landscaping in excess of otherwise applicable minimum requirements;
 - f. Impact on public utilities;
 - g. Signage and outdoor lighting;
 - h. Dedication and development of streets adjoining the property; and
 - i. Impacts on historical, prehistoric or natural resources.

F. Conditions of Approval

1. The Planning Commission may attach conditions of approval to a Conditional Use Permit as are necessary to carry out the purposes of the General Plan, other adopted plans, and findings of Subsection E, above. Some of the conditions may include, but are not limited to: limitations on size, bulk and location; requirements for additional landscaping or buffers; provision of adequate ingress and egress; mitigation of adverse environmental impacts; and other conditions such as the duration of the permit, hours of operation and time limits on construction.
2. Conditions of approval will only be imposed if they are necessary to ensure:
 - a. The intent and purpose of this Zoning Code are met;
 - b. Compatible and complementary development of the property; and,
 - c. The provision of appropriate off-site improvements will be fulfilled.

G. Effect of Approval

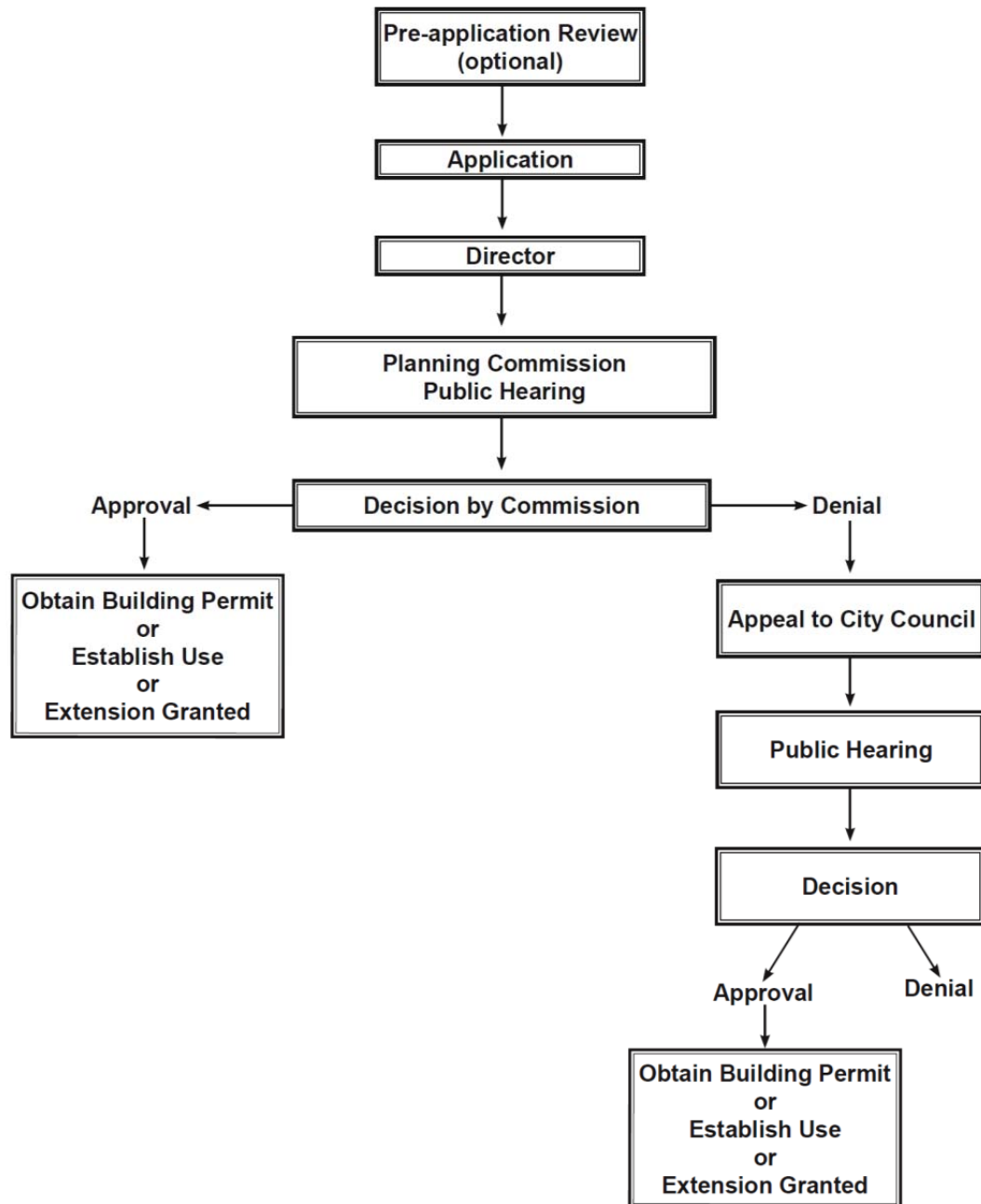
1. Issuance of a Conditional Use Permit shall be deemed to authorize only the particular use for which it is issued, and such approval shall be deemed to run with the land, except that if a Zoning Map amendment that does not allow the conditional use is processed for the site, the use will be allowed to continue only as a legal, non-conforming use subject to the terms and conditions of the Conditional Use Permit.
2. All conditions of approval shall be binding upon the applicant, their successors, and assigns; shall run with the land; shall limit and control the issuance and validity of certificates of occupancy; and shall restrict and limit the construction, location, use and maintenance of all land and structures within the development.

H. Time Limits and Permit Implementation

1. A Conditional Use Permit will become null and void one year after the effective date unless one of the following has occurred:
 - a. A grading permit or building permit has been issued and construction commenced and diligently pursued;
 - b. The approved use has been established; or
 - c. An extension has been granted by the Planning Commission. Such extension shall be for a maximum of 180 days, and no extension may be granted which would extend the validity of the permit more than 18 months beyond the effective date of the permit. The Planning Commission may, when granting an extension for a Conditional Use Permit, modify the original conditions or add conditions to the original Conditional Use Permit, if deemed appropriate; or,

- d. The Planning Commission has established a different expiration date for the Conditional Use Permit, such as tying it to the expiration date of a Zoning Map amendment for the same property.
 2. Development of the use shall not be carried out until the applicant has secured all other permits and approvals required by these regulations, the City, or applicable regional, State and federal agencies.
- I. **Compliance/Revocation**
The Director, upon inspection and review of any Conditional Use Permit, shall report to the Planning Commission when the permit holder is not in compliance with the conditions of approval. The Planning Commission shall notify the permit holder and shall set the matter of revocation for a public hearing. If the Planning Commission finds, following a public hearing, that the conditions imposed in the issuance of a Conditional Use Permit are not being complied with, the Conditional Use Permit may be revoked and further operation of the use for which the Conditional Use Permit was approved shall constitute a violation of this Zoning Code.
- J. Figure A (Conditional Use Permits) summarizes the procedure for obtaining a Conditional Use Permit.

(Section 10-20.40.050 amended by Ord. 2016-07, adopted Feb. 16, 2016)



Note: Actions and public hearings by the Director, Planning Commission, or City Council will be completed in accordance with the review schedule on file with the Community Development Department.

Figure A. Conditional Use Permits

Division 10-20.80: Procedures for Appeals

Sections:

- 10-20.80.010 Purpose
- 10-20.80.020 Appeals of Interpretations by the Zoning Code Administrator and Director
- 10-20.80.030 Appeals of Permits and Other Approvals
- 10-20.80.040 Appeals of Dedications and Exactions

10-20.80.010 Purpose

- A. This Division establishes the procedures for appeal of administrative and interpretative decisions of administrative officers and determinations rendered by the Zoning Code Administrator, Director, Historic Preservation Officer, Heritage Preservation Commission and Planning Commission.
- B. Table A identifies the Review Authority responsible for reviewing and making decisions on each type of application required by this Zoning Code. Any action taken by the highest Review Authority as provided in Table A (Review Authorities), can be appealed by special action to Superior Court in compliance with the Arizona Revised Statutes and the Arizona Rules of Procedure for Special Actions.

Table 10-20.80.010.A: Review Authorities

Type of Action	Code Chapter/ Division or Section	Role of Review Authority		
		Staff Position	Board or Commission(s)	Higher Authority
Legislative Actions:				
Amendments – Zoning Code Text	10-20.50	Director – Recommend	Planning – Recommend	Council – Decision
Amendments – Zoning Map	10-20.50	Director – Recommend	Planning – Recommend	Council – Decision
Dedication or Exaction	10-20.80.040	Director, Planning, or Council Impose (depending on the level of application review)		
			Administrative Hearing Officer - Appeal	Superior Court – Decision

Table 10-20.80.010.A: Review Authorities

Type of Action	Code Chapter/ Division or Section	Role of Review Authority		
		Staff Position	Board or Commission(s)	Higher Authority
Heritage Preservation designation	10-30.30	Historic Preservation Officer (HPO) – Recommend	Heritage Preservation and Planning – Recommend	Council – Decision
Administrative Actions:				
Completeness Review	10-20.30.020	Director – Decision	Community Development Director – Appeal	--
Interpretations	10-20.80.020	Zoning Code Administrator - Decision	Board of Adjustment – Appeal	Superior Court – Appeal
Minor Modifications	10-20.40.090	Director or Zoning Code Administrator – Decision	Board of Adjustment – Appeal	Superior Court – Appeal
Planning Permits and Approvals:				
Certificate of Appropriateness	10-30.30.060	HPO – Recommend	Heritage Preservation – Decision	Council – Appeal
Certificate of Economic Hardship	10-30.30.060	HPO – Recommend	Heritage Preservation – Decision	Council – Appeal
Certificate of No Effect	10-30.30.060	HPO – Recommend	Heritage Preservation – Decision	Council – Appeal
Conditional Use Permits	10-20.40.050	Director – Recommend	Planning – Decision	Council – Appeal
Cultural Resource Studies (Letter Reports)	10-30.30.050	HPO - Decision	Heritage Preservation - Appeal	Council – Appeal
Home Occupation Permits	10-20.40.070	Zoning Code Administrator – Decision	Board of Adjustment – Appeal	Superior Court – Decision
Minor Improvement Permit	10-20.40.080	Zoning Code Administrator - Decision	Board of Adjustment – Appeal	Superior Court – Appeal

Table 10-20.80.010.A: Review Authorities				
Type of Action	Code Chapter/ Division or Section	Role of Review Authority		
		Staff Position	Board or Commission(s)	Higher Authority
Outdoor Lighting Permits	10-20.40.100	Zoning Code Administrator – Decision	Board of Adjustment – Appeal	Superior Court – Decision
Sign Permits	10-20.40.120 & .130	Zoning Code Administrator – Decision	Board of Adjustment – Appeal	Superior Court – Decision
Site Plan Review – Development Regulations and Standards	10-20.40.140	Director – Decision	Board of Adjustment – Appeal	Superior Court – Decision
Site Plan Review – Supplemental Guidelines	10-20.40.140	Director – Decision	Planning Commission – Appeal	Council – Appeal
Temporary Use Permits	10-20.40.150	Director – Decision	Board of Adjustment – Appeal	Superior Court – Decision
Variances	10-20.70	Zoning Code Administrator – Recommend	Board of Adjustment – Decision	Superior Court – Appeal

10-20.80.020 Appeals of Interpretations by the Zoning Code Administrator and Director

A. Purpose

This Section establishes the procedures for appeals from decisions of administrative officers to ensure that these regulations are administered properly and consistently with the policies adopted by the City.

B. Decisions which may be Appealed

Appeals may be heard by the Board of Adjustment where it is alleged that there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement of these regulations.

C. Filing of Appeal

1. An appeal may be initiated by any person aggrieved by a decision of the Zoning Code Administrator in the enforcement of this Zoning Code or by any officer, department, board or bureau of the City affected by that decision. Appeals of dedications or exactions required as a condition of granting approval for the use, improvement or development of real property, however, shall follow the appeal procedures set forth in Section 10-20.80.040 (Appeals of Dedications and Exactions).
2. A notice of appeal shall be filed with the Zoning Code Administrator and with the Board of Adjustment within 10 calendar days of the date of the decision, determination or interpretation, specifying the grounds for such appeal. The notice of appeal shall be on a form prescribed for this purpose provided by the City. The Zoning Code Administrator may waive or extend this deadline only upon determining that the person filing the appeal received no actual or constructive form of notice of the order, requirement, decision, or determination being appealed. The notice of appeal shall be accompanied by a nonrefundable filing fee as established in Appendix 2 (Planning Fee Schedule). Failure to file the notice of appeal and fee in a timely manner shall constitute a waiver of any rights to appeal in compliance with this Section.
3. Upon the filing of an appeal, the Zoning Code Administrator shall transmit all administrative papers, records and other information regarding the subject matter of the appeal to the Board of Adjustment.
4. Except as provided below, the filing of an appeal shall stay any proceedings in furtherance of the contested action. The Zoning Code Administrator may certify in writing to the Board of Adjustment that, because of facts stated in the certificate, a stay imposes an imminent peril to life or property. The Board of Adjustment shall then review such appeal application and may override the stay of further proceedings. Proceedings shall not be stayed if the appeal requests relief which has previously been denied by the Board of Adjustment except in compliance with a court order.

D. Review

An appeal authorized in compliance with the provisions of this Section shall be submitted to the Zoning Code Administrator and shall be reviewed by the Board of Adjustment at a public hearing in compliance with the Review Schedule on file with Planning Division. The Zoning Code Administrator shall prepare a recommendation in the form of a staff report which shall be submitted to the Board of Adjustment prior to the scheduled public hearing. The staff report shall set forth whether the appeal should be granted or denied, and the grounds for such recommendation.

E. Notification

Public notification of an appeal of a decision of an administrative officer shall be provided in compliance with Section 10-20.30.080 (Notice of Public Hearings).

F. Board of Adjustment Public Meeting

The Board of Adjustment shall conduct a public meeting on the requested appeal following the procedures set forth in the Rules of Procedure for the Board of Adjustment.

G. Board of Adjustment Decision

The Board of Adjustment shall review the application and the recommendation of the Zoning Code Administrator and, following a public meeting, the Board of Adjustment shall reverse or modify the order, decision, determination or interpretation under appeal only upon finding an error in the application of these regulations on the part of the administrative officer rendering the order, decision, determination or interpretation. The Board of Adjustment shall grant the appeal, grant the appeal subject to specified conditions, or deny the appeal. In modifying the order, decision, determination, or interpretation, the Board of Adjustment shall have all the powers of the officer from whom the appeal is taken. The motion in support of denial of the appeal and the record of the public meeting shall state the reasons and findings of fact the Board of Adjustment used in reaching its decision. (Refer to Section 10-20.30.090 (Findings Required)).

H. Effect of Reversal or Modification of Administrative Decision

If the Board of Adjustment reverses or modifies an order, decision, determination, or interpretation of an administrative officer, the appellant shall be required to follow the procedures of this Zoning Code for the approval of any permits in order to proceed with the development of the subject property. All orders, decisions, determinations, and interpretations made by the Review Authority as part of those procedures shall be consistent with the reversal or modification granted to the appellant.

I. Appeal from the Board of Adjustment

An appellant or any other person aggrieved by the decision of the Board of Adjustment, or a taxpayer, officer, or department of the City affected by the decision, may appeal the decision directly to the Superior Court by filing a complaint for special action within 30 days after the Board of Adjustment has rendered its decision. Filing the complaint shall not automatically stay proceedings on the decision sought to be reviewed, but the Court may grant a stay on application. The Court shall affirm or reverse, in whole or in part, or modify the decision reviewed.

10-20.80.030 Appeals of Permits and Other Approvals**A. Purpose**

This Section establishes procedures for review of determinations rendered by the Zoning Code Administrator or Director regarding various permits and

decisions on site plans, and determinations of the Planning Commission, Heritage Preservation Commission or Historic Preservation Officer.

B. Permits Issued and Approvals Granted by the Zoning Code Administrator or Director

A decision of the Zoning Code Administrator or Director regarding any of the following, may be appealed to the Board of Adjustment in compliance with the appeal procedures established in Section 10-20.80.020 (Appeals of Interpretations by the Zoning Code Administrator and Director):

1. Home Occupation Permit;
2. Minor Improvement Permit;
3. Outdoor Lighting Permit;
4. Sign Permit (Temporary or Permanent); and,
5. Temporary Use Permit.

C. Appeal of a Decision by the Director

1. A decision of the Director regarding the application or interpretation of a regulation or standard of this Zoning Code, may be appealed to the Board of Adjustment in compliance with the appeal procedures established in Section 10-20.80.020 (Appeals of Interpretations by the Zoning Code Administrator).
2. A decision of the Director regarding the interpretation or application of a Design Guideline (See Appendix 1.1 (Design Guidelines)) provided in this Zoning Code, may be appealed to the Planning Commission in compliance with the appeal procedures established in this Section.
3. A decision of the Director regarding the completeness of a development application may be appealed in writing to the Director.

D. Appeal of a Decision by the Historic Preservation Officer

Any decision of the Historic Preservation Officer may be appealed by any person aggrieved by such decision to the Heritage Preservation Commission in compliance with the appeal procedures established in this Section.

E. Appeal of a Decision by the Heritage Preservation Commission

Any decision of the Heritage Preservation Commission may be appealed by any person aggrieved by such decision to the Council in compliance with the appeal procedures established in this Section.

F. Appeal of a Decision by the Planning Commission

1. A decision of the Planning Commission on a Conditional Use Permit may be appealed to the Council by any person aggrieved by such decision.
2. A recommendation of the Planning Commission to the Council may not be appealed.

G. Timing and Form of Appeal

An appeal shall be submitted in writing and shall specifically state the pertinent facts and the basis for the appeal.

1. The pertinent facts and the basis for the appeal shall include, at a minimum, the specific grounds for the appeal, what is the alleged error or abuse of discretion by the previous Review Authority (e.g., the Planning Commission, Heritage Preservation Commission, Director, or Historic Preservation Officer) in the consideration and action on the matter being appealed, and/or where the decision was not supported by the evidence on the record.
2. The appeal shall be filed with the Director or City Clerk, as applicable, within 10 days following the actual date the decision was rendered.
 - a. Appeals addressed to the Council shall be filed with the City Clerk;
 - b. Appeals addressed to the Board of Adjustment shall be filed with the Zoning Code Administrator;
 - c. Appeals addressed to the Heritage Preservation Commission shall be filed with the Historic Preservation Officer; and,
 - d. Appeals addressed to the Planning Commission shall be filed with the Director.
3. The appeal shall be accompanied by a non-refundable filing fee identified in Appendix 2 (Planning Fee Schedule).
4. Once an appeal is filed by an aggrieved person, any action on the associated development is suspended until the appeal is processed and a final decision is rendered by the applicable Review Authority unless otherwise specified in this Zoning Code.

H. Report and Scheduling of Hearing

1. When an appeal has been filed, the Director, Zoning Code Administrator or as applicable the Historic Preservation Officer, shall prepare a report on the matter, including all of the application materials in question and schedule the matter for a public hearing by the appropriate Review Authority, identified in Table A (Review Authorities) above.
2. Notice of the hearing by the Review Authority shall be provided in compliance with Section 10-20.30.080 (Notice of Public Hearings).
3. Any interested party may appear and be heard regarding the appeal.

I. Decision

1. In deciding an appeal, the Review Authority considering the appeal shall use the same standards for decision-making required for the original decision, and shall not hear or consider any evidence of any kind other than the evidence received from the previous Review Authority, or any argument on the merits of the case other than that contained in the notice of appeal, unless it sets the matter for hearing before itself, as provided in this Division, and gives the same notice of hearing as is required in compliance with Section 10-20.30.080 (Notice of Public Hearings).
2. If new or different evidence is presented on the appeal, the new information shall be included with a revised submittal and presented to the original Review Authority for further review and consideration.
3. In addition, the Review Authority may remand the matter to the original Review Authority for reconsideration, for additional information, or to cure a deficiency in the record or proceeding. The Review Authority shall render its decision within 30 days of the date the hearing is closed unless State law requires a shorter deadline.
4. In the event of a tie vote by the Review Authority on an appeal, the decision being appealed shall stand.
5. **Provision of Notice of Decision**
 - a. A notice of the Review Authority's final decision to the appellant and to any person who specifically requested notice of the Review Authority's final action.
 - b. The notice of the final decision shall contain applicable findings, conditions of approval, and the reporting/monitoring requirements deemed necessary to mitigate any impacts and protect the public convenience, health, interest, safety or general welfare of the City.

J. Effective Date of Review Authority's Decision on an Appeal

A decision of the Review Authority is final and effective after 5:00 p.m. on the 15th day following the actual date the decision is rendered (except as provided in Section 10-20.80.020.I), when no appeal of the decision has been filed in compliance with this Division.

K. Judicial Review

No person shall seek judicial review of a City decision on a planning permit or other matter in compliance with this Zoning Code until all appeals to appropriate review authorities have first been exhausted in compliance with this Division.

10-20.80.040 Appeals of Dedications and Exactions

A. Right to Appeal

An applicant may appeal the following actions to an administrative hearing officer designated in compliance with Subsection C below.

1. A dedication or exaction required as a discretionary administrative, but not legislative, condition of granting approval for the use, improvement or development of real property.
2. The adoption or amendment of a zoning regulation that creates a taking of property in violation of A.R.S. § 9-500.13.

B. Notice of Right to Appeal Administrative Decision

The City official whose decision to require a dedication or exaction is appealable in compliance with Subsection A shall give written notice of the final decision and of the right of the applicant to an appeal of the requirement. The City shall not request the applicant to waive the right of appeal or trial de novo at any time during the consideration of the applicant's request.

C. Appointment of Hearing Officer

The City Manager, in consultation with the City Attorney, shall designate hearing officers to hear appeals required by A.R.S. § 9-500.12. The hearing officer shall not be employed in the same department as the City official whose decision is being appealed.

D. Appeal Procedures**1. Filing of the Appeal**

The applicant who intends to exercise their right to contest the requirement of a dedication or exaction, as provided in this Section, shall file or mail a written request for appeal to the Director, who will transmit the request for appeal to the designated hearing officer. The appeal request shall be mailed or filed within 30 days after notice is given of the final determination of the development or exaction requirement in compliance with Subsection B. The request for appeal may be in the form

of a letter or other written communication, but shall give reasonable notice that the applicant requests an appeal of a dedication or exaction requirement and of the particular dedication or exaction being appealed.

2. Time for Hearing; Notice

After receipt of an appeal in compliance with this Section, the hearing officer shall schedule a time for the appeal to be heard not later than 30 days after receipt, unless the applicant consents to an extension of time. The applicant shall be given at least ten days notice of the time when the appeal will be heard unless the applicant agrees to a shorter time period.

3. Conduct of Hearing

In all proceedings in compliance with this Section, the City has the burden of establishing an essential nexus between the dedication or exaction and a legitimate government interest and that the proposed dedication or exaction is roughly proportional to the impact of the proposed use, improvement, or development. If more than a single parcel is involved, this requirement applies to the entire property.

4. Hearing Procedures

The hearing officer shall hear such testimony and consider such evidence as is relevant to the determination of such issues. The hearing officer shall not be bound by technical rules of evidence or procedures in conducting the hearing.

5. Hearing Officer's Decision

The hearing officer shall decide the appeal within five working days after the appeal is heard. If the City does not meet its burden in compliance with Subsection D.3 above, the hearing officer shall either:

- a. Modify or delete the requirement of the dedication or exaction appealed in compliance with Subsection A.1; or,
- b. In the case of a zoning regulation appealed in compliance with Subsection A.2, the hearing officer shall transmit a recommendation to the Council. The Council may accept, modify or deny the recommendation of the hearing officer.

E. Appeal to Superior Court

If the hearing officer modifies or affirms the requirement of the dedication or exaction, an applicant aggrieved by the decision of the hearing officer may appeal the decision to the Superior Court, at any time within 30 days after the hearing officer has rendered a decision, by following the procedures set forth in the Arizona Revised Statutes.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 02/02/2018
Meeting Date: 02/06/2018



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Vice Mayor Whelan to place on a future agenda a discussion about current practices and review of past practices, focused on the assignment of contingencies, including owner contingency, contractor contingency, CMAR and review of process of change order allowance.

RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

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

INFORMATION:

Attachments: