

## **WORK SESSION AGENDA**

**CITY COUNCIL WORK SESSION  
TUESDAY  
FEBRUARY 12, 2019**

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

**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 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**

**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.*

MAYOR EVANS  
VICE MAYOR SHIMONI  
COUNCILMEMBER ASLAN  
COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD  
COUNCILMEMBER SALAS  
COUNCILMEMBER WHELAN

**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.*

**5. Review of Draft Agenda for the February 19, 2019 City Council Meeting**

*Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.*

6. **Consideration of Memorandum of Understanding and License for Access and Seismic Testing on Red Gap Ranch, with Desert Mountain Energy Corporation (DMEC)**
7. **Update to the Work Programs for Comprehensive Planning and Development Codes (Zoning, Subdivision, and Related Codes)**
8. **Public Participation**
9. **Informational Items To/From Mayor, Council, and City Manager; future agenda item requests**
10. **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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Stacy Saltzburg, MMC, City Clerk

## **CITY OF FLAGSTAFF**

### **STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Barbara Goodrich, City Manager  
**Date:** 02/08/2019  
**Meeting Date:** 02/12/2019



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#### **TITLE**

**Consideration of Memorandum of Understanding and License for Access and Seismic Testing on Red Gap Ranch, with Desert Mountain Energy Corporation (DMEC)**

#### **STAFF RECOMMENDED ACTION:**

Terminate the Memorandum of Understanding with DMEC.  
Revise the License Agreement to only permit access across City property.

#### **EXECUTIVE SUMMARY:**

The City of Flagstaff was approached by DMEC with a proposal to allow DMEC to cross the City Red Gap Ranch property in order to access state lands for helium seismic testing and to perhaps perform the same seismic testing on the City Red Gap Ranch property. DMEC has obtained leases of state lands adjacent to City Red Gap Ranch property allowing helium exploration and production.

The intent of approving the License and MOU was to provide Council with an option for another use of Red Gap Ranch, in addition to its primary use as a long term water asset. The City has been considering its options for possible additional uses of Red Gap Ranch. Currently the only additional use of Red Gap Ranch is sheep grazing.

In light of the press release issued by DMEC with a focus and intention leading to partnership in development of helium and hydrocarbon resources, it is recommended to re-visit both agreements.

#### **INFORMATION:**

The City was approached by DMEC with two requests. The first was to be able to access adjacent State lands through our Red Gap Ranch property for the purpose of seismic testing to determine if helium existed in the area. The second was to perform the same seismic testing on Red Gap Ranch property.

The nature of this testing and the parameters of what DMEC would be allowed to do on City property was discussed with the City Attorney's office, the Water Services Division, the Real Estate Manager, as well as a discussion at the City's Property and Development Committee that is made up of staff from all City divisions. The consensus of this group was:

- Water Services had already conducted some seismic testing on Red Gap Ranch and this additional information from DMEC would prove useful related to understanding the location of water supplies;
- Water resources and archaeological sites would not be affected;
- City Council is interested in exploring options in evaluating alternate uses for the Red Gap Ranch property;
- The MOU could be terminated with 10 days notice;

- The License Agreement could be terminated with 30 days notice.

With these limits in place, the group recommended proceeding as an information gathering process. As City Manager, I am responsible for approving license agreements for use of real property and have authority to enter into MOUs, which are general expressions and are not legally binding. I agreed with the recommendation and signed both the MOU and the License Agreement and notified Council and the public of this action on January 14, 2019 through a Public City Council Report.

Council has Charter Authority to approve leases of real property (which are longer term commitments than licenses).

On February 5, 2019, the City became aware of a press release by DMEC. This press release was not offered to the City to review ahead of its release. The press release overstates the commitment of the City to develop any discovered resource. The commitment of the City was intended to be for information gathering only. Any decisions or forward path by the City would be fully vetted with the Council and public to achieve a complete understanding of the process to do any extraction, the environmental impacts, water quality impacts, and other factors that would be related to any decision in moving forward should any helium resource be discovered.

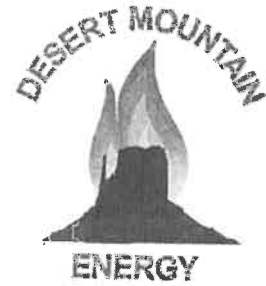
It is clear in the MOU that both helium and hydrocarbon resource exploration is noted. It is our understanding after having spoken further with DMEC that helium is typically found in conjunction with other hydrocarbons, mostly nitrogen (which is a substance we breathe). Also, apparently helium is not found in conjunction with petroleum, because helium rises, and petroleum sinks (its dense). It is recommended that the City send :

- The 10 day termination notice to DMEC on the current MOU,
- The 30 day termination notice to DMEC that allows for access and seismic testing, and issue a new license for access only.

Dependent on how the exploration process moves forward by DMEC, the City could choose to re-engage at a later time.

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**Attachments:**    [Red Gap DMEC City Council Report](#)  
                          [Red Gap DMEC MOU](#)  
                          [Red Gap DMEC License Agreement](#)



January 22, 2019

MEMORANDUM OF UNDERSTANDING

MUTUAL COOPERATION AND STRATEGIC DEVELOPMENT OF HELIUM AND HYDROCARBON RESOURCES IN THE GREATER FLAGSTAFF REGION AND IN COCONINO COUNTY, ARIZONA

WHEREAS, the CITY OF FLAGSTAFF ("Flagstaff") is the largest city in Northern Arizona and serves as the regional, cultural and county seat for Coconino County, and comprises over 64 square miles at the base of the San Francisco Peaks;

WHEREAS, Flagstaff is a governmental, educational, economic, cultural and Community center for Northern Arizona and Coconino County;

WHEREAS, Flagstaff desires to encourage appropriate economic development in order to create cash flow for Flagstaff and local communities, with a view toward furthering local education, job creation, increasing local and regional infrastructure and generally increasing the well-being of the people;

WHEREAS, Flagstaff desires to maintain and preserve the beautiful Northern Arizona landscape and environment as a long-term legacy, whilst at the same time encouraging reasonable, appropriate economic development that is mindful of preserving the environment and not impinging significantly on the rights and customs of local indigenous communities; and

WHEREAS, DESERT MOUNTAIN ENERGY CORP. ("DME"), a public energy company with offices in Phoenix, AZ that is focused on development of helium and hydrocarbon resources in Arizona, via an outlook using renewable resources where economically feasible, has an experienced and highly qualified technical team of professionals and senior management who are familiar with exploration, drilling, production and distribution of helium, oil & gas resources; and

WHEREAS, DME has identified potential targets for exploration and development of helium and hydrocarbon resources in the greater Flagstaff region and Coconino County, and is requesting the support of Flagstaff in carrying out reasonable exploration and development activities which do not significantly compromise the environment or impinge the material rights of the indigenous communities;

NOW THEREFORE, THE PARTIES DO HEREBY AGREE:

That Flagstaff and DME shall work together on a cooperative basis to evaluate potential resources and if mutually beneficial, to develop reasonable plans for the strategic development of helium and hydrocarbon resources in the greater Flagstaff region and in Coconino County generally;

That the parties shall share all available technical and geological data related to helium and hydrocarbon resources in the Flagstaff region and in Coconino County generally;

That DME will fully consult with Flagstaff concerning each major exploration, drilling, development and or production program in the area with a view toward limiting environmental impact whilst allowing for successful extraction of valuable resources in order to generate cash flow for Flagstaff and the local communities, to encourage job creation and enhancement of local infrastructure; and to generally improve the well-being of the people;

That the parties will work together on a cooperative basis to encourage access to areas identified as highly prospective for helium and hydrocarbon resources in Coconino County which are not in designated national or state parks or are otherwise recognized as highly sensitive from the standpoint of environmental, water resources, cultural, or existing grazing or livestock considerations.

The Term of this Memorandum of Understanding shall be One year from the date hereof to and including January 10, 2020, unless terminated by either party on ten days' prior written notice and without further liability or obligation to the other party. It is contemplated that the parties may enter into one or more written agreements from time to time to further the objectives of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties do set their hand to this Memorandum of Understanding as of the date above written:

DESERT MOUNTAIN ENERGY CORP.

By \_\_\_\_\_  
Irwin A. Olian, CEO & Director

THE CITY OF FLAGSTAFF

By Barbara Goodrich  
BARBARA GOODRICH  
CITY MANAGER

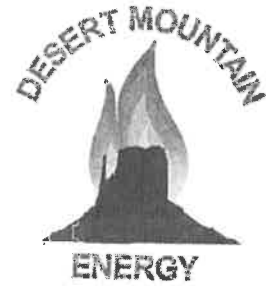
City of Flagstaff  
Memorandum of Understanding  
Desert Mountain Energy Corp.

ATTEST:

Stacy Salzburg  
CITY CLERK

APPROVED AS TO FORM:

Angela W. H. H.  
CITY ATTORNEY



January 22, 2019

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WHEREAS, Flagstaff desires to maintain and preserve the beautiful Northern Arizona landscape and environment as a long-term legacy, whilst at the same time encouraging reasonable, appropriate economic development that is mindful of preserving the environment and not impinging significantly on the rights and customs of local indigenous communities; and

WHEREAS, DESERT MOUNTAIN ENERGY CORP. ("DME"), a public energy company with offices in Phoenix, AZ that is focused on development of helium and hydrocarbon resources in Arizona, via an outlook using renewable resources where economically feasible, has an experienced and highly qualified technical team of professionals and senior management who are familiar with exploration, drilling, production and distribution of helium, oil & gas resources; and

WHEREAS, DME has identified potential targets for exploration and development of helium and hydrocarbon resources in the greater Flagstaff region and Coconino County, and is requesting the support of Flagstaff in carrying out reasonable exploration and development activities which do not significantly compromise the environment or impinge the material rights of the indigenous communities;

NOW THEREFORE, THE PARTIES DO HEREBY AGREE:

That Flagstaff and DME shall work together on a cooperative basis to evaluate potential resources and if mutually beneficial, to develop reasonable plans for the strategic development of helium and hydrocarbon resources in the greater Flagstaff region and in Coconino County generally;

That the parties shall share all available technical and geological data related to helium and hydrocarbon resources in the Flagstaff region and in Coconino County generally;

That DME will fully consult with Flagstaff concerning each major exploration, drilling, development and or production program in the area with a view toward limiting environmental impact whilst allowing for successful extraction of valuable resources in order to generate cash flow for Flagstaff and the local communities, to encourage job creation and enhancement of local infrastructure; and to generally improve the well-being of the people;

That the parties will work together on a cooperative basis to encourage access to areas identified as highly prospective for helium and hydrocarbon resources in Coconino County which are not in designated national or state parks or are otherwise recognized as highly sensitive from the standpoint of environmental, water resources, cultural, or existing grazing or livestock considerations.

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IN WITNESS WHEREOF, the parties do set their hand to this Memorandum of Understanding as of the date above written:

DESERT MOUNTAIN ENERGY CORP.

By \_\_\_\_\_  
Irwin A. Olian, CEO & Director

THE CITY OF FLAGSTAFF

By Barbara Goodrich  
BARBARA GOODRICH  
CITY MANAGER

City of Flagstaff  
Memorandum of Understanding  
Desert Mountain Energy Corp.

ATTEST:

Stacy Salzburg  
CITY CLERK

APPROVED AS TO FORM:

Angela W. ...  
CITY ATTORNEY

# LIC-2019-146-AG1

## CITY OF FLAGSTAFF LICENSE FOR ACCESS AND SEISMIC TESTING ON RED GAP RANCH

This License Agreement ("License") is entered into this 23 day of January, 2019 by and between the City of Flagstaff, a municipal property corporation ("City") and Desert Energy Corp., a Nevada for-profit corporation doing business as Desert Mountain Energy Corp. ("Licensee").

### RECITALS

- A. City owns tracts of vacant land located east of the City of Flagstaff, and known as Red Gap Ranch. The lands were acquired for their water rights and are subject to grazing leases. The City lands are interspersed with State Land Department parcels ("state lands") in a checkerboard pattern.
- B. Desert Mountain Energy Corp. has obtained approximately 19 non-competitive oil and gas leases of state lands from the State Land Department to conduct seismic testing, drilling, and production of helium gas on state lands.
- C. City desires to grant Desert Mountain Energy Corp. a license across City lands so that Desert Mountain Energy Corp. is able to access State lands and conduct seismic testing.

NOW, THEREFORE, in consideration for the conditions of this License, the parties agree as follows:

1. **Term.** The License will commence on January 23, 2019 and continue for a period of one (1) year, unless sooner revoked or terminated pursuant to this License. The License may be renewed upon written approval of the City Manager and Licensee.

2. **License for Ingress and Egress, and Seismic Testing.** City hereby grants Licensee a non-exclusive license for ingress and egress, including the right to drive small equipment, four-wheelers, vibroseis rubber track vehicle and small trucks (collectively "Equipment"), across City lands identified as:

Township and Range section numbers: T20N R12E Sections 3, 11, 13; and T20N R13E Sections 18, 19, 21, 22, 27, 29, and 33 also identified respectively as Coconino County Assessor Parcel Nos. 40607002C (690.24 acres), 40607002B (754.24 acres), 40608001K (2,479.74 acres), collectively ("City Lands")

but only within the existing roads ("Existing Roads") and within the transect lines ("New Paths") identified in the documents attached hereto as Exhibit A. The New Paths and the crossings at state/city owned corners are fifteen feet (15') wide. The crossings at the corners run at 45' degree angle and are often referred to as butterfly easements. Licensee shall use the same access routes in and out of City Lands where possible, so as to minimize disturbance to the land.

City hereby further grants License a non-exclusive license to conduct seismic testing on City Lands using Equipment operated on the Existing Roads and New Paths. The seismic testing

activities involve operating the Equipment and identifying the geologic structures at a depth of approximately 3,850 to 1,400 feet below surface by means of vibration. No explosives will be used.

**3. Fees.** In consideration of the grant, Licensee shall pay City:

- a. A One-time administration fee of \$1,500.00;
- b. A License fee for the initial term (one year) is waived in exchange for a copy of the report compiling seismic testing information on City Lands. Licensee will provide City with an electronic copy of both the underlying data and the report at no expense.
- c. A Security Deposit of \$5,000 which may be drawn upon by City in the event Licensee does not promptly complete restoration work under this License, to pay for City costs in doing such restoration work. This deposit will not accrue interest to Licensee but will be refunded to Licensee upon conclusion of the License if not otherwise applied to restoration work. If the Security Deposit is drawn down, Licensee shall restore it to the original amount.

**4. Adjustments to License Fee.** Fees and deposits may be adjusted upon renewal of the License.

**5. Reserved.**

**6. City Representative.** The City of Flagstaff Water Services Director will serve as the City's representative and will have authority to approve Licensee's activities on City Lands. Any City approval shall not have the effect of waiving Licensee's obligation to comply with this License and other applicable laws and regulations. Contact information: Brad Hill, (928) 213-2400.

**7. Request to Use Other Areas.** Licensee shall submit a request to the City Representative at least 10 days prior to commencing any proposed activities on City Lands other than in the Access Ways and Butterfly Easements, except in case of an emergency and in such event, notice will be provided to City as soon as practicable (within 48 hours).

**8. Responsibility for Employees, Contractors, and Subcontractors.** Licensee shall ensure that all its employees, contractors and subcontractors ("Agents") comply with the terms and conditions of this License, and Licensee will be responsible for any violation of the License by an Agent. Prior to commencing any activities on City Lands, Licensee shall:

- a. Provide a copy of this License to each of its Agents who will be engaged in the maintenance; and
- b. Require compliance with this License as a condition of Licensee's contract with any contractor who will be engaged in the maintenance, and require each such contractor to include compliance with this License as a condition of its subcontracts.

**9. Access Across Adjacent Properties.** Licensee must obtain separate approval from adjacent property owners as necessary to access City Lands.

**10. Approvals.** Licensee shall acquire any necessary permits or approvals from the federal government, City of Flagstaff, Coconino County, Arizona Parks Department, Arizona Department of Transportation, Arizona State Museum and State Historic Preservation Office and/or the County Highway Department prior to grading or disturbing any City Lands.

**11. Archaeological and Historic Preservation.** City is not aware of any archaeological resources along Existing Roads, and has not conducted an assessment of all City Lands. If Licensee detects or finds any archaeological resources or historical artifacts on City Lands, all work shall cease, and Licensee shall notify the City Representative with the location, observations, and photographs. City Representative shall notify the Arizona State Museum and all work must comply with the Arizona Antiquities Act.

**12. Flora and Native Plants.** Prior to driving on New Paths, Licensee shall submit a request to the City of the amount of flora, if any, proposed to be cut, removed, or destroyed by use of the Equipment and shall pay the City such sum of money as the City may determine to be the full value of the flora to be so cut, removed or destroyed.

If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this License, the Licensee hereunder must previously acquire the written permission of the Arizona State Land Department and the Arizona Department of Agriculture to remove those plants.

**13. Grazing.** City has grazing leases across City Lands: Lease Agreement dated February 20, 2007 with Manterola Sheep Company, Inc., an Arizona corporation ("Grazing Lease"), a copy of which has been provided to Licensee.

- a. Licensee or its Agents shall notify the grazing lessee(s) at least 10 days prior to entering City Lands.
- b. If Licensee activities on City Lands occur during periods of livestock grazing, Licensee will take the necessary measures to insure livestock protection and containment. This may require temporary fencing.
- c. Any damage to rangeland improvements by the Licensee or its Agents (i.e., fencing, gates, pipelines, earthen structures, etc.) will be replaced and/or reconstructed with new material to grazing lessee's satisfaction and at Licensee's expense.
- d. Licensee shall provide City with documentation of the grazing lessee's consent prior to making any alterations to existing improvements.
- e. Licensee shall not engage in any activity that will substantially interfere with or otherwise cause a breach of the Grazing Lease.

**14. Materials.** Licensee shall not remove or allow removal of any materials (including but not limited to dirt and rocks) from City lands without the prior written consent of the City.

**15. Public Use.** Licensee shall not exclude from use of U.S. Forest Service, State of Arizona, City of Flagstaff its lessees or licensees, or the general public the right of ingress and egress over

City lands. City may approve temporary fencing to protect work areas.

**16. Soil.** Licensee shall conduct all maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to, vegetation, drainage channels, and streambanks. Work methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Licensee shall take such other soil and resource conservation and protection measures on the land under grant or permit as determined necessary by the City.

**17. Trees.** Licensee shall not cut nor allow to be cut or removed any timber or standing trees on City lands, without the prior written consent of the City.

**18. Restoration following Activities.** Within thirty (30) days of completion of any activities on City Lands, Licensee shall submit to City a statement of work completed and thereafter shall restore any land or improvements it has disturbed including, but not limited to, restoration of the surface, revegetation, and fencing as determined necessary by the City. Licensee shall reseed any disturbed surface area with native seed sourced from the Colorado Plateau. In the event Licensee does not promptly complete restoration work, City reserves the right to do such restoration work and Licensee shall pay for the City's costs. City will apply the Security Deposit towards City's costs and invoice Licensee for any remaining balance.

**19. Compliance with Laws.** Licensee shall adhere to all applicable laws, rules, regulations, ordinances and building codes related to use of the City Lands.

**20. Indemnification.** Licensee shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents, guests or invitees of Licensee or damages to any property arising or alleged to have arisen out of the negligent performance of the License, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the License.

**21. Environmental Indemnification.** Licensee shall protect, defend, indemnify and hold harmless the City from and against all liabilities, costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence of or existence of any substance regulated under any applicable federal, state or local environmental laws, regulations, ordinances or amendments thereto because of: (a) any substance that came to be located on the City Lands due to Licensee's use or occupancy of the lands by the Licensee before or after the issuance of the License; or (b) any release, threatened release or escape of any substance in, on, under or from said City Lands that is caused, in whole or in part, by any conduct, actions or negligence of the Licensee, regardless of when such substance came to be located on the City Lands.

For the purposes of this License, the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", hazardous substances", "hazardous materials", "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and

ordinances adopted and publications promulgated pursuant to the local, state and federal laws. This indemnification shall include, without limitation, claims or damages arising out of any violations of applicable environmental laws, regulations, ordinances or subdivisions thereof, regardless of any real or alleged strict liability on the part of City. This environmental indemnity shall survive the expiration or termination of this License and/or any transfer of all or any portion of the City Lands and shall be governed by the laws of the State of Arizona.

In the event any such action or claim is brought or asserted against the City, the Licensee shall have the right, subject to the right of the City to make all final decisions with respect to City's liability for claims or damages, (i) to participate with City in the conduct of any further required cleanup, removal or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the City Lands and (ii) to participate with the City in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

**22. Termination by Licensee.** Licensee may terminate this License upon at least thirty (30) days written notice to City for convenience. In such event Licensee shall provide City with a copy of any seismic testing on City Lands completed as of the termination date.

**23. Revocation by City.** City may revoke this License in the event of any of the following:

- a. Licensee has violated a term or condition of this License, City has provided written notice and reasonable opportunity to cure, and Licensee has failed to cure the same; or
- b. Licensee has engaged in activities that will have the effect of causing City to violate its Grazing Leases as determined in the discretion of City after consultation with the Lessee; or
- c. The City Manager shall have the right to revoke this License upon at least six (6) months' advance written notice to Licensee for convenience.

The City of Flagstaff shall be forever wholly absolved from any liability for damages which might result to the Licensee upon cancellation or revocation.

**24. Restoration upon Conclusion of License.** Within thirty (30) days after cancellation, revocation, expiration or termination of the License, Licensee shall, as far as is reasonably possible, restore and/or rehabilitate the land to its natural condition to the satisfaction of the City. Licensee shall reseed any disturbed surface area with native seed sourced from the Colorado Plateau. Licensee may, with written permission of City, allow abandonment of improvements in place. If improvements are not removed and/or restoration is not completed within thirty (30) days or other reasonable time allowed by City, City shall do such work and charge the actual costs of such work against the Security Deposit and invoice Licensee for any balance of the costs incurred.

**25. Reserved.**

**26. Fire Treatment Use.** City reserves the right to engage in or allow fire treatment (including but not limited to, cutting of timber, clearing, prescribed burns, and fire-fighting) in the City Lands and such Fire Treatment Use shall have priority rights over any use permitted pursuant to this License.

27. **Other Non-Fire Treatment Uses.** City reserves the right to execute licenses or grants within the City Lands for other non-fire treatment uses, so long as the same do not interfere with Licensee's proper use of the Access Ways and Butterfly Easements.

28. **Laws.** City reserves the right to amend this License to conform with current law, including any amendments or repeals of existing laws as may hereafter be made, and no provisions of this License shall create any vested right in conflict with the same.

29. **Governing Law.** This License shall be construed in accordance with laws of Arizona. The courts of Arizona shall have exclusive jurisdiction and Coconino County shall be the venue.

30. **Nondiscrimination.** The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 99-4.

31. **Conflict of Interest.** This contract is subject to cancellation pursuant to A.R.S. § 38-511.

32. **Assignment.** Licensee may assign this License with prior written consent of City, and upon assignee's assumption of all rights and obligations of the License.

33. **Notices.** All notices or other communications under this License shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or on the date of receipt indicated on the return receipt if delivered by U.S. Mail, certified or registered, return receipt requested, postage prepaid and addressed as follows:

If to Licensee: Robert W. Rohlfing, Director Desert Mountain Energy Corp. 1153 56 <sup>th</sup> Street Delta, B.C. V4L 2P8 Canada	With a copy to: Arizona Statutory Agent per Arizona Corporation Commission records
If to City: City Flagstaff Water Services Director City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001	With a copy to: City Real Estate Manager City of Flagstaff 211 W. Aspen Avenue Flagstaff, Arizona 86001

Or such other person designated by the party in writing.

In witness whereof, the parties have caused this License to be executed by their duly authorized representatives on the date(s) set forth below.

CITY OF FLAGSTAFF

Darshan Salich  
City Manager

LICENSEE

Robert W. Salich  
Title: Executive Vice President

ATTEST:

Stacy Salisbury  
City Clerk

APPROVED AS TO FORM:

Joseph W. Wundel for  
City Attorney

Attachments:

Exhibit A – Documents showing Access Ways and New Paths

## CITY OF FLAGSTAFF

### STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Dan Symer, Zoning Code Manager  
**Co-Submitter:** Sara Dechter, Comprehensive Planning Manager  
**Date:** 01/22/2019  
**Meeting Date:** 02/12/2019




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#### TITLE:

**Update to the Work Programs for Comprehensive Planning and Development Codes (Zoning, Subdivision, and Related Codes)**

#### DESIRED OUTCOME:

Discuss and provide direction to staff on the proposed work programs pertaining to comprehensive planning and the development codes.

#### EXECUTIVE SUMMARY:

For the last four years, the Planning and Development Services staff has provided an update to the City Council on its previous year's and proposed work programs for Comprehensive Planning (CP) staff and the Zoning Code Manager (ZCM). The previous year's (2018) and proposed (2019) work programs pertain to the City's Flagstaff Regional Plan 2030 (Regional Plan), related strategic planning documents and the development codes. The policies and requirements of these documents are considered "living" provisions; and, it is a generally accepted practice to regularly evaluate and update them to maintain contemporary provisions that address the community's input and expectations, development trends, legal decisions, and state requirements. Furthermore, planning related initiatives, such as the 2020 Census, Climate Action & Adaption Plan or Arizona Department of Transportation's (ADOT) Milton Road Corridor Master Plan typically have the potential to significantly affecting citywide policies and resource decisions. Therefore, it is essential to accommodate the planning related initiatives into the department's work program.

The proposed programs (Attachments 2 and 4) are intended to address priorities to update and incorporate new plan components to the Regional Plan and related strategic planning documents, the city's development codes, and planning related initiatives. The work plans of the CP staff and ZCM are closely related; and, the amount work completed by CP staff in any given year typically causes an increase in the ZCM's work plan for the following year. This is in addition to other ZCM work plan priorities, such as citizen and City Council initiatives, state law modifications, and general maintenance of the code. A good example of the correlation of the work plans between the CP staff and ZCM is CP's completion of the High Occupancy Housing Specific Plan and La Plaza Vieja Neighborhood Specific Plan. Other adopted plans also impact the ZCM's workload, such as the Climate Action & Adaption Plan. These plans have now 'transferred' into the implementation phase, which has impacted the ZCM's work plan as indicated in Attachment 4.

#### INFORMATION:

**Council Goals:**

- Revise the zoning code to remove ambiguities, and ensure it is consistent with community values and the Regional Plan.
- Regional Plan Goal:
  - Policy LU.4.1. Develop neighborhood plans, specific plans, area plans, and master plans for all neighborhoods, activity centers, corridors, and gateways as necessary.
  - Policy LU.4.2. Utilize the following as guidance in the development process: Natural Environment maps, Environmental.
  - Planning and Conservation policies, Considerations for Development, Cultural Sensitivity, and Historical Preservation maps, and Community Character policies, while respecting private property rights.
  - Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.
  - Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water.
- Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

***Comprehensive Planning***

The primary responsibility of the CP staff is to update, revise and assist in the implementation of the Flagstaff Regional Plan 2030 (Regional Plan) and related strategic planning documents. Typically, the CP staff leads these efforts. In addition, when other city departments or governmental agencies have work programs that may have an impact or influence on the city's long-range planning efforts, CP staff will provide assistance and analysis to ensure that the work program products correlate and further the implementation of the Regional Plan and related strategic planning documents. In addition to the programs that CP staff is typically responsible for, over the past year, CP staff has shared the responsibilities of the Heritage Preservation Officer and Commission with the Current Planning staff. A comprehensive summary of the CP staff responsibilities is included as Attachment 1.

The Regional Plan is the broadest policy document in the planning hierarchy for the city (See Attachment 1, Comprehensive Planning Program – What We Do for graphic). As a requirement of the Arizona Revised Statutes (ARS) and the city's charter, the Regional Plan serves as the general plan/comprehensive plan for the city. Also, it serves as a Coconino County area plan for the areas of the county that are adjacent to the city.

Chapter III of the Regional Plan states that the plan is to be "...used for decision making so that Flagstaff city government is accountable for publicly derived policy outcomes and goals...." Furthermore, the Regional Plan and related specific plans are "...not static documents; they recognize that growth is a dynamic process..." and community expectations and conditions "...may require revisions to the plan as circumstances or changes warrant." Examples of such amendments, modifications, and new plans that the City Council has directed staff to create and/or amend include the: La Plaza Vieja Neighborhood Specific Plan; High Occupancy Housing Specific Plan; Southside Community Specific Plan; and related Regional Plan amendments. These documents and amendments provide more specific direction on the methods to implement the goals and policies of the Regional Plan.

Over the past year, CP staff has assisted with, completed, and started several of the items of its 2018 work program. These include the:

- Completion of the High Occupancy Housing Specific Plan
- Completion the 4th Regional Plan Annual Report
- Formation of a joint census team with Coconino County and established a budget
- Continued progress on the Southside Community Plan, which included 12 diverse and innovative public participation opportunities. (A progress report regarding this plan is included as Attachment 2.)
- Participation in and provide staff support for:

- Milton Road Corridor Master Plan
- JW Powell Specific Plan, phase 1
- Active Transportation Master Plan
- Climate Action & Adaption Plan
- Bellemont Area Plan (Coconino County)

Many items in the existing work program (2018) are multi-year projects and on-going services; and, the CP staff will continue to focus on these items throughout 2019. Since several of the above-referenced projects are anticipated to be completed midway through the year, CP staff will be reassigned to the 2020 Census. Completed every ten years, the census numbers typically have a significant impact on federal and state congressional representation and funding considerations and opportunities for the city. According to the U.S. Census Bureau, more than \$600 billion per year in federal money that is provided to state and local governments is directly tied to the census results. It is essential that CP staff continues to work with Coconino County staff at an increasing level to secure the most accurate count and representation of the city. Between the completion of the Census 2020 project, completing the Southside Community Plan, and beginning our Regional Plan update project beginning soon after, our work program is full for the next few years.

In addition to the CP staff's day-to-day responsibilities, a summary of the proposed 2019 and extended CP work plan includes:

- Continued progress on the Southside Community Plan
- The JW Powell Specific Plan, Phase 2 – include the adoption of the plan
- 2020 Census coordination
- Continued progress on incorporating revisions to the Regional Plan as part of the specific and community plan programs
- Participate and provide staff support for:
  - Milton Road Corridor Master Plan,
  - Active Transportation Master Plan, and
  - Development Code Modifications
- The transition of the HPO responsibilities to the CP section if the HPO position is approved with the 2019-2020 budget

A detailed summary list of proposed modifications to the Regional Plan and the 2019 work plan tasks is included as Attachment 3.

### ***Zoning Code Manager***

The primary responsibility of the Zoning Code Manager (ZCM) is to administer and interpret the development codes, specifically the zoning code and the subdivision code. This activity includes providing assistance to community members and City Staff that use and enforce these codes. Also, the ZCM coordinates, oversees, and assists with revisions to the development codes to further the implementation of the Regional Plan and related strategic planning documents. When needed, this includes working with other departments, such as solid waste, building, engineering, sustainability, etc., that have work programs that modify or could affect the city's development codes, design standards, guidelines, and specifications. The city's interdepartmental cooperation is essential for coordinating related requirements with the zoning code, minimizing conflicts and furthering the implementation of the applicable provisions of the Regional Plan, and other related strategic planning documents.

In addition to the responsibilities indicated above, the ZCM:

- Is the liaison to the Board of Adjustment
- Coordinates Board of Adjustment applications (variance)
- Coordinates minor modification applications
- Coordinates and oversees Zoning Verification Letters
- Coordinates with the CP staff on amendments to the Regional Plan and other related strategic planning documents to ensure sufficient direction, goals, and policies are incorporate to effectuate the

necessary modifications to the city code and implement the plans.

Over the past year, the ZCM position was vacant for approximately seven months. Even though this position was vacant, the previous and current ZCM, and Current Planning and contract staff were able to assist, complete, and start some of the 2018 ZCM work program. These include:

- Completion of an amendment to the Conditional Use Permit approval process;
- Completion of West University Drive Entrance District sign requirement;
- Completion of the comprehensive review of the zoning code to identify inconsistencies;
- Coordinating with the City Clerk's office and the city's codifier to correct codification errors and inconsistencies; and
- Drafting code revisions to address inconsistencies, conflicts, and enforcement concerns.

The ZCM's proposed 2019 and extended work plan, which is in addition to the ZCM's day-to-day responsibilities, includes modifications to the development codes to implement:

- Administrative and miscellaneous modifications to the zoning and subdivision code;
- Updates to the outdoor lighting code provisions
- Updates to the planning and engineering development exactions code provisions
- Updates to subdivision and dedications/releases code provisions
- Updates to the Zoning Code to address Resource Protection Standards
- The High Occupancy Housing Specific Plan
- The La Plaza Vieja Neighborhood Specific Plan
- The Climate Action & Adaption Plan
- Review and update the city's design review requirements
- Southside Community Specific Plan (if necessary)

A detailed summary of the Zoning Code Manager's 2019 and Extended Work Plan is included in Attachment 4.

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**Attachments:**     1. Comprehensive Planning Program – What we do  
                             2. Southside Community Plan Progress Report  
                             3. 2019 Proposed Regional Plan Amendment Tasks and Work Program  
                             4. Zoning Code Manager's 2019 Proposed and Extended Work Plan  
                             Presentation

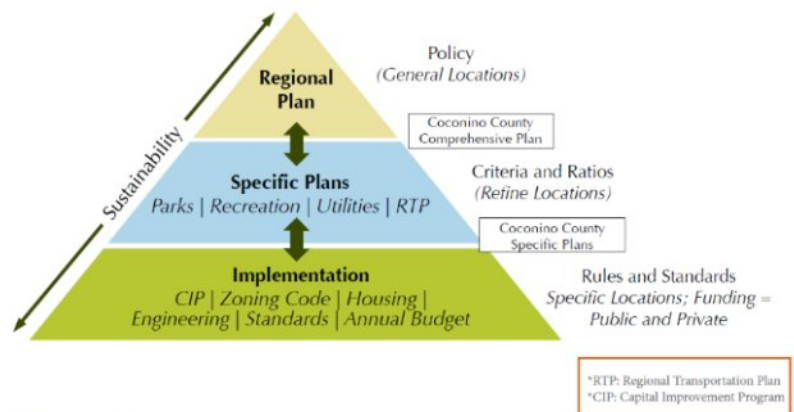
## Comprehensive Planning Program – What we do

Exceptional cities, and the great neighborhoods within them, don't just happen. Cities constantly grow and change, and we can ensure that these changes are positive through the plans we make today. The Comprehensive Planning program coordinates changes to the Regional Plan and its implementation, builds partnership to ensure sustainable growth with other government agencies, and develop Specific Plans that identify, preserve, and build on the positive qualities of different places; acknowledge and identify solutions for existing problems; and set goals and priorities that will shape the future of the area in the years to come.

### **Project Management for Area Plans and Specific Plans (50-60% of time/budget)**

Examples:

- Southside Neighborhood Plan
- High Occupancy Housing Plan



### **Inter- and Intra-governmental Coordination and Regional Plan Implementation (20-30% of time/budget)**

Examples:

- Census 2020 coordination with federal, state and regional partners
- Provide Regional Plan analysis for complex City and regional projects
- Coordination with the County about the Regional Plan
- Bicycle and Pedestrian Master Plan (assistance)
- Open Space and Greenways Plan update (assistance)
- Bus Rapid Transit Study (NAIPTA)
- Reviews federal land management plans for the City

### **Regional Plan Amendments and Development Application Review (20-30% of time/budget)**

- Upcoming Plan Amendments for clarifications and corrections (See Annual Report)
- Pre-application meetings
- Major Plan Amendment applications point of contact
- Regional Plan review assistance for Current Planning applications



# COMMUNITY DEVELOPMENT

## MEMORANDUM

Date: January 28, 2019

To: Barbara Goodrich, City Manager  
Cc: Shane Dilles, Deputy City Manager; Daniel Folke, Interim  
Community Development Director  
From: Sara Dechter, AICP, Comprehensive Planning Manager

Subject: Southside Community Plan Progress Report

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### Background

The Southside Community Plan update began with a kick-off meeting between the City and Southside Community Association in January 2017. In June 2017, the City Council awarded a contract to assist with the first stage of neighborhood planning to Matrix Design Group; so that the effort could begin before completion of the High Occupancy Housing Plan. In October 2017, the Friends of the Rio received an EPA Environmental Justice Small Grant to work on inclusion of Southside residents impacted by flooding in the flood management planning process. This report is a summary of the work these partners have collaborated on from Fall 2017 to the end of 2018 and the next steps for the project.

### Challenges and Opportunities

There is a long-standing history of public participation that “checked the box” but did not result in longstanding collaboration or meaningful change to the policies the City applies within the Southside community. The project team spoke with many residents over the last 18 months who said they tune out the City because of being let down in the past or decline to participate with the assumption that nothing could change. The Southside Community Association, the City, and Friends of the Rio have focused efforts on creating a more hopeful environment. The process should allow residents to voice injustices, share insights into their current concerns and values, and create a vision for a more equitable future.

The team made progress with residents throughout the summer of 2018 through a series of meetings at various locations that dove into the topics of visioning, land use, transportation, and stormwater. Reflecting on the public involvement, the team decided to “pause” the development of a plan in favor of establishing a stakeholder group for to

lead the development of the plan. The team also wanted immediately apply lessons learned from the community to demonstrate the City's commitment to following through and creating collaborative solutions. The scale of these accomplishments are small and specific, bearing in mind the public participation goal of establishing trust between the City and the Southside Community.

## Public Participation and Outreach Strategy

### *Level of Public Participation: Collaborate*

The public participation plan for the Southside Community Plan is available on the "Upcoming Events" tab at [www.flagstaff.az.gov/southsideplan](http://www.flagstaff.az.gov/southsideplan). The City's promise to the public is that we will work in collaboration with the community partners, residents and property owners to create a plan that manages change while recognizing the cultural and historical character and contributions of Southside to the overall history of the Flagstaff region.

The strategy involves 4 phases: Community Visioning, Identification of Needs and Solutions, Policymaking and Partnerships, and Prepare and Adopt a Plan. Since October 2017, Matrix Design Group, the City, Southside Community Association and Friends of the Rio worked together to engage the Southside Community in creating a Vision and identifying Needs and Solutions.

During the first two phases of this process, the public by the City and partners were engaged using the following techniques:

- Stakeholder interviews
- Five public workshops
- Neighborhood canvassing of more than 800 residents
- Booths at community events
- Small group meetings with non-profits and stakeholders
- Five on-the-street meetings

In addition to City-sponsored efforts, the Friends of the Rio conducted Rio de Flag specific stakeholder interviews and the Southside Community Association hosted homeowner dinners to empower the neighborhood to set a vision. The team also created an innovative map-based project website that allows community members to have equal access to the data that the internal staff are considering in the planning process.

## Accomplishments Based on Lessons Learned

Through public participation so far, the Southside Community clearly expressed that there were many issues that had been left unresolved for too long and they wanted addressed immediately. Therefore, from August 2018 to December 2018, the project team turned our focus to developing solutions and working through problems that could be immediately resolved, including:

- Provided signs for new streets added to the residential parking program under ParkFlag with property owner involvement,
- Installed a new striping and signing scheme for Fountaine Street to address parking and access issues,

- Implemented handicap accessible on-street parking in three locations in the neighborhood (four more are pending),
- Held one-on-one meetings with property owners to discuss stormwater regulations and insurance issues,
- Set up additional procedures to more quickly address bulk trash issues and provided education on this topic to renters throughout the neighborhood,
- Sent a memo to NAU students on snow removal, winter driving and parking,
- Friends of the Rio and the Southside Community Association led several trash clean ups to address neighborhood concerns.

### Next Steps for the Community Plan

The next step in the process of developing a plan for the Southside is to collaborate on the development and evaluation of policies and programs that can meet the needs identified by residents. So far in the process, there has been a small group of individuals who have regularly attended workshops and expressed interest in a deeper level of public involvement. However, these individuals have also expressed reluctance to have the City be in the lead for the Policymaking phase of the process. The City has therefore identified FY19 funds that can be used to provide facilitation support for a stakeholder group. The Southside Community Association is beginning to convene these stakeholders with the goal of holding a first meeting in April 2019. The objective of this group would be to collaborate on the creation of recommended goals and policies for the draft plan by September 2019. This would allow the project to be presented to the City Council for adoption in early 2020. This schedule is dependent on the timely formation of stakeholder group and that the group can complete its work in a timely fashion.

The stakeholder group would:

- Set a schedule for reviewing the recommendations of Matrix Design Group and the City,
- Receive briefings on draft recommendations and related topics,
- Evaluate options for shaping the future of the community, and
- Provide guidance to the project team on the content of the plan.

The facilitator will work with the group and the City to build consensus on a direction for the plan. The City project manager would produce a draft for their review prior to the 60-day public review required by City Code. The group's meetings would be advertised and open for the public to observe and provide comments. The meetings would be convened by the Southside Community Association. The City would produce the plan based on the guidance provided by this group and the group would be able to advocate for the prioritization and implementation of the community's plan after the project is complete.



# Proposed Regional Plan Amendment Tasks and Specific Plan Work

*Updated January 2019*

## Introduction

Throughout the first five years of using the Flagstaff Regional Plan 2030 (Regional Plan) in development and policy review, text and map clarifications and corrections were identified, which have a wide range of implications from minor editorial errors to clarifications. A short summary of the work completed on these amendment tasks is incorporated into the Regional Plan annual report. These amendment tasks are focused on clarifications and reducing redundancies that have led to confusion about the plan content. So far, the only amendments that will be made to the goals and policies of the Regional Plan are the result of the High Occupancy Housing Specific Plan, which was adopted by the Council in 2018. The remaining amendment tasks are not meant to take the place of substantive policy discussions that take place during the creation of a topical or area specific plan.

Staff has organized the identified clarifications and corrections into *Amendment Tasks* that are related to a common issue. Staff proposes that each amendment task be processed as a separate application. They have been organized in order of priority. When this report was first published, over eighty individual changes were identified. Over the last three years, three of the five amendment tasks have been completed. Some of the changes proposed were incorporated into the Regional Plan through other projects, such as the High Occupancy Housing Plan, in order to efficiently issue replacement pages, and use the time of the City Council and Planning and Zoning Commission. The current list is possible 33 changes. More changes may be identified as staff works on each amendment task and specific plan.

The process of organizing and facilitating the 10-year updated to the Regional Plan will be underway from 2022-2024. The goal is to adopt regular amendments throughout the life of the current plan so that the Flagstaff Regional Plan 2040 takes advantage of a continuous community dialogue and updates.

## Flagstaff Regional Plan 2030: Place Matters Chapters

- |                              |                                  |
|------------------------------|----------------------------------|
| I. This Is Our Plan          | IX. Growth Areas & Land Use      |
| II. This Is Flagstaff        | Last Updated 2017                |
| III. How This Plan Works     |                                  |
| Last updated 2017            | X. Transportation                |
| IV. Environmental Planning & | Last Updated 2015                |
| Conservation                 | XI. Cost of Development          |
| V. Open Space                | XII. Public Buildings, Services, |
| VI. Water Resources          | Facilities, & Safety             |
| VII. Energy                  | XIII. Neighborhoods, Housing, &  |
| VIII. Community Character    | Urban Conservation               |

XIV. Economic Development

XV. Recreation

XVI. Plan Amendments

GL. Glossary

## Outstanding Amendment Task #1

### Chapter VII: Community Character

Clarify the use of terminology “Great Streets” and “corridors” along with any qualifiers used in the Plan. Clarify the terminology of historic districts and neighborhoods.

**Issue:** Additions or extensions of Great Streets and corridors can trigger a major plan amendment for an application, but the terms are used with numerous qualifiers and in slightly different contexts throughout the Plan. There is a need to address the inconsistent treatment of the terms “road”, “corridors” and “Great Streets” in text of Regional Plan.

### Recommended Timeline: 2020-2021

#### Proposed Changes

These proposed changes are not yet fleshed out in a page by page detail.

Chapter	Proposed Change	Rationale
<b>VIII, IX and X</b>	Clean up language for great streets and corridors. Gateway corridors and Great Streets are used interchangeably and the use of corridors in this chapter is not consistent with its use in the Land Use and Transportation Chapters.	This proposal will involve cleaning up language so that it can be interpreted consistently across the Community Character, Land Use and Transportation Chapters. Inconsistencies in this area could result in legal issues for development review.
<b>VIII</b>	Remove language that Gateway corridors will require corridor plans. Replace with language on partnerships and coordination	Corridor plans for interstates or State highways adopted by the City are not enforceable without ADOT and FHWA cooperation.
<b>VIII-4</b>	Clarify that great streets are a subset of corridors and that corridors are identified in the transportation section.	Clarification
<b>VIII-2</b>	Corridors as Placemakers map does not exist. Redirect reference to Great Streets Map.	Editing error
<b>VIII-26</b>	Extend goal box CC.5. and make goal box CC.6. shorter	Editing error
<b>VIII-27</b>	replace image of observatory with another	Redundant image
<b>Map 14</b>	Should only display Historic Districts from local and state designations - Can display neighborhoods that do not have an official designation separately as “Historic Neighborhoods”	Clarification

## Outstanding Amendment Task #2

### Miscellaneous Edits

All the items below can be processed as one minor amendment after the update of Title 11. There are numerous non-substantive writing and editing errors that need to be fixed in order to improve the readability of the document

**Issue:** Final editing of the Regional Plan was rushed to meet the election timelines and, therefore, many of the internal editing issues in the document were not completed.

### Recommended Timeline: 2021-2022

#### *Text Edits*

Page #	Proposed Change	Rationale
I-4	delete first bullet point at bottom: "a mandate for development"	Remove redundancy in the list
II-11	Add explanation to the Growth Scenarios form the report that describes the process in detail.	Based on issues that have been confusing to the public.
II-12	change "full report" to "citation"	The full report is not in the appendix.
V	Review Open Space Chapter for inconsistencies with Management Plans.	This chapter was written at a very early stage of the City's open space program and much progress has been made in managing and developing the program. It may be worthwhile to update the background text of this chapter to reflect that work.
VII-3	Extend goal box E.1. to end of line	Editing error
VII-5	Extend goal box E.2. to end of line	Editing error
IX-7	change "planning boundary" to "jurisdiction" in aggregates box	Factual error
IX-19	Refer to policy NH.6.1.	Editing error
IX-32	LU..5. policy needs to be renumbered as L.U.5.8	Editing error
IX-53	Density and intensity are backwards; switch content in second column	Editing error
IX-54	Change "density range" to "Intensity"	Editing error
IX-59	Employment Center should be Employment Area Type	Employment Areas
IX-59	Need intro to list of types of employment areas before Office, R&D...	non-sequitur
IX-59, IX-60	Incorporate Regional Plan interpretation into the Employment Area Type section (See below)	Clarification
IX-61	Needs a sentence or two about the scale of special planning areas versus uses that are similar in type but without a campus-like setting	Clarification
IX-62	Change "potentially new" to "future"	Consistency issue

Page #	Proposed Change	Rationale
<b>X-14</b>	Repeated graphs, change to Total Ridership chart	Editing error
<b>Glossary</b>	List all in-text definitions (often in boxes) in the Glossary with the relevant page #	Editing error
<b>Glossary</b>	Add “Areas in white retain their existing entitlements” to the Glossary	Not described in the document currently.
<b>Glossary</b>	Need definitions for commercial corridor, and level of service.	Missing information
<b>Appendix B-9</b>	Policy LU..5 should be LU.5.8	Editing error

### *Map Edits*

Map #	Map Edit
Map 7	Clarify map legend reference to Terrestrial Ecosystem Survey. This legend reference refers to an entire dataset rather than the more limited attribute that is displayed.
Map 12	Babbitt route is incorrect on this map
Map 12	Open Space/Preserved information in legend is wrong
Map 17	Update for current land ownership (Observatory Mesa and Picture Canyon still show as State lands)
Map 27	missing segments of Southern Beulah realignment near Tuthill

## Other Possible Plan Amendment issues that need further dialogue

There have been several issues that are more complex than a clean-up measure, which have been part of the public dialogue about the new Regional Plan. Some of these projects are developing proposals for public review and others do not have specific proposals at this time. There are committees and staff efforts to bring them forward in the future. There interdisciplinary and intergovernmental discussions are the most appropriate means of examining Regional Plan policy issues because they are comprehensive. All of these topics could result in updated or new Regional Plan goals and policies, changes to the Future Growth Illustration or development of a Specific Plan.

**Ongoing Intergovernmental efforts**

Potential Topics	Project	Partners	Timeline
<b>Dark Skies and West Route 66 activity centers</b>	Joint Land Use Study	County and the Naval Observatory	2015-2019
<b>Affordable housing, Economic development, Transportation</b>	Bellemont Area Plan update	Coconino County	2017-2019
<b>Transportation, Growth and Land Use, Community Character</b>	Master Plan for Milton Road and US 180	ADOT, FMPO, County	2017-2019

**City-initiated planning efforts**

Potential Topics	Project	Lead/ Partners	Timeline
<b>Growth and Land Use, Transportation, Environment and Conservation, Neighborhoods, Housing and Urban Conservation</b>	Southside Neighborhood Plan	<b>Comprehensive Planning/Southside Community Association</b>	2017-2020
<b>Transportation</b>	Active Transportation Master Plan	<b>FMPO/Planning and Development Services/Engineering</b>	2015-2019
<b>Transportation</b>	Transportation Master Plan	<b>Engineering/ Planning and Development Services/Public Works</b>	2020-2021
<b>Transportation, Public Buildings, Services, Facilities, &amp; Safety</b>	JW Powell Public Facilities Specific Plan,	<b>Engineering/ Comprehensive Planning/ Property Owners</b>	2018-2020

### Unfunded and Unprogrammed Projects

Unfunded and Unprogrammed Topics	Project	Lead/ Partners	Timeline
<b>Neighborhoods, Housing and Urban Conservation</b>	Pine Brannon Neighborhood Plan	<b>Comprehensive Planning</b>	1 to 2 years
<b>Neighborhoods, Housing and Urban Conservation</b>	Sunnyside Neighborhood Plan	<b>Comprehensive Planning</b>	1 to 3 years
<b>Land Use</b>	Regional Plan Update	<b>Comprehensive Planning</b>	2022-2024
<b>Land Use/Greenfield</b>	JW Powell Area Specific Plan	<b>Comprehensive Planning</b>	1 year

## **Zoning Code Manager**

### **Proposed 2019 and Extended Work Plan**

The proposed 2019 and extended work plan for the Zoning Code Manager is provided in staff's recommended alphabetical order of priority. The proposed work plan consists of several objectives to address the community's input and expectations, development trends, enforcement, implementation, legal decisions, and state requirements. Many of the identified tasks below are on-going implementation items that will be completed individually or concurrently. For example, the tasks identified in "A" crosses over into all sections of the work plan. The individual items and tasks may be brought forward to the City Council separately, in small groups or in related larger amendments. Also, with the assistance of a consultant and Current Planning and Engineering staff, several tasks are anticipated to be worked on concurrently.

As indicated above, task "A" is an on-going set implementation tasks that will be address throughout work program. While staff is working on tasks "B", "C", "D" and "E", it is anticipated that a consultant will be utilized to work on task "F", "G" and "H". These tasks are in order of complexity, and the approximate time frames that are anticipated to complete the field and analysis work. It is anticipated that the consultant's field and analysis work will be nearing completion in a similar timeframe that staff will be completing task "E". Therefore, it is anticipated that staff will begin drafting of the code amendments based in the field and analysis work for items "F", "G" and "H".

#### **A. Administrative and miscellaneous modifications to the zoning and subdivision code**

*(Anticipated Completion – on going)*

1. Evaluate and modify where necessary to:
  - Simplify text and provide clarification of requirements
  - Remove redundancy and conflicting requirements
  - Address code enforcement issues
  - Parking on private property, include recreational parking
  - Dwelling units and beds density ratios
  - Relocate requirements into more appropriate locations within the city code.
  - Use consistent language and uniform processes that are used in the building, engineering and fire codes
  - Correct spelling, grammar and cross-references
  - Establish a more contemporary and user-friendly zoning and subdivision code.
2. Evaluate and modify where necessary to accommodate changes to the Arizona Revised Statutes:
  - Legal protest regulations
  - Mobile vending regulations
  - Sober living homes (potential modification may be necessary to address new Arizona Department of Health Services standards that are anticipate this year)

#### **B. Updates to the outdoor lighting code provisions**

*(Anticipated Completion – Summer, 2019)*

#### **C. Updates to the planning and engineering development exactions code provisions**

*(Anticipated Completion – Summer/Fall, 2019)*

1. Coordinate with Development Engineer staff to evaluate and modify where necessary the Engineering and Zoning Code to update the development exactions provisions

**D. Updates to subdivision and dedications/releases code provisions**

*(Anticipated Completion – Winter, 2019)*

**E. Updates to the Zoning Code to address Resource Protection Standards**

*(Anticipated Completion – Winter, 2019 / Spring, 2020)*

**F. La Plaza Vieja Neighborhood Specific Plan**

*(Anticipated Completion – Spring, 2020)*

1. Analysis of neighborhood characteristics
2. Create a conservation overlay zoning district for the neighborhood

**G. High Occupancy Housing Specific Plan**

*(Anticipated Completion – Summer, 2020)*

1. Evaluate and modify where necessary the:
  - Rooming and Boarding definition and related criteria
  - Downtown regulating plan transect locations
  - Block, building form, height and type standards
  - Subdivision standards to preservation and/or creation of alley networks throughout Downtown and the surrounding neighborhoods;
  - Residential sustainable building and energy efficiency incentives
  - Historic preservation flexibility provisions for projects in development standards and guidelines
  - Off-street parking requirements and location standard (This is also an implementation strategy of the Climate Action & Adaption Plan)
  - multimodal transportation performance standards receive a parking reduction.

**H. Climate Action & Adaption Plan**

*(Anticipated Completion – Fall/Winter, 2020)*

1. Evaluate and modify where necessary the:
  - Landscape requirements (xeriscape)
  - Development incentives and standards for promote climate change resiliency and emissions reductions
    - Incentives for affordable housing (This is also an implementation strategy of the High Occupancy Housing Specific Plan)

**I. Review and update the City's design review requirements**

*(Anticipated Completion – Fall/Winter, 2020)*

1. Review and update the building design requirements for development
2. Evaluate and determine viability of Design Review Board/Commission, which may include city code modifications to implement a Board/Commission

**J. Southside Community Specific Plan (if necessary)**

*(Depending on City Council adoption date, the anticipated completion – Winter, 2020)*





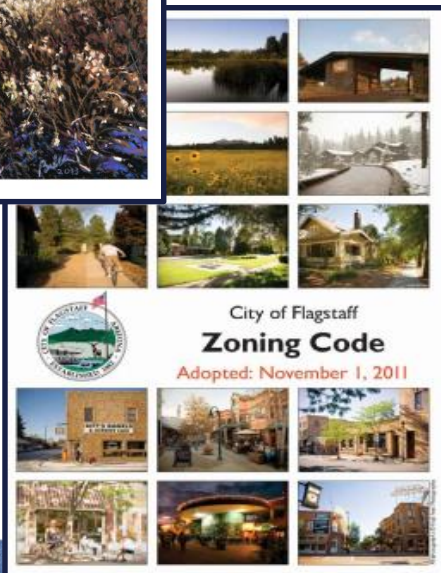
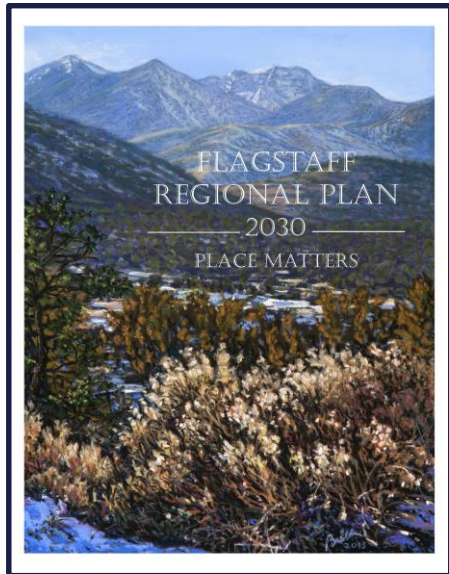
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## 2019 Zoning Code and Comprehensive Planning Program Update

Dan Symer, AICP  
Zoning Code Manager

Sara Dechter, AICP  
Comprehensive Planning Manager





## Work Session Objectives

- **Increase familiarity with Zoning Code Manager and Comprehensive Planning job duties**
- **Review projects and plans that are underway and those that may start in the next 2 years.**
- **Receive feedback on program priorities from Council**

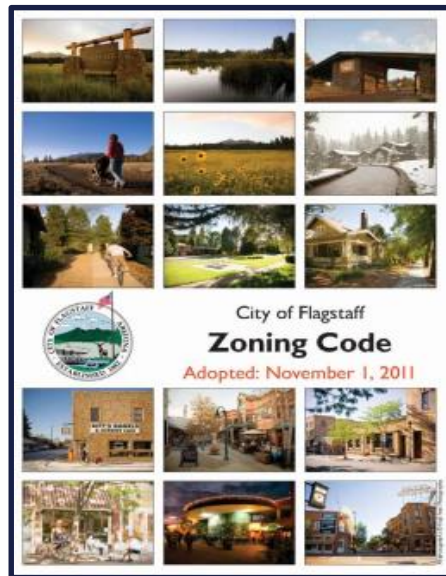




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# 2019 Zoning Code Program Update



Dan Symer, AICP  
Zoning Code Manager

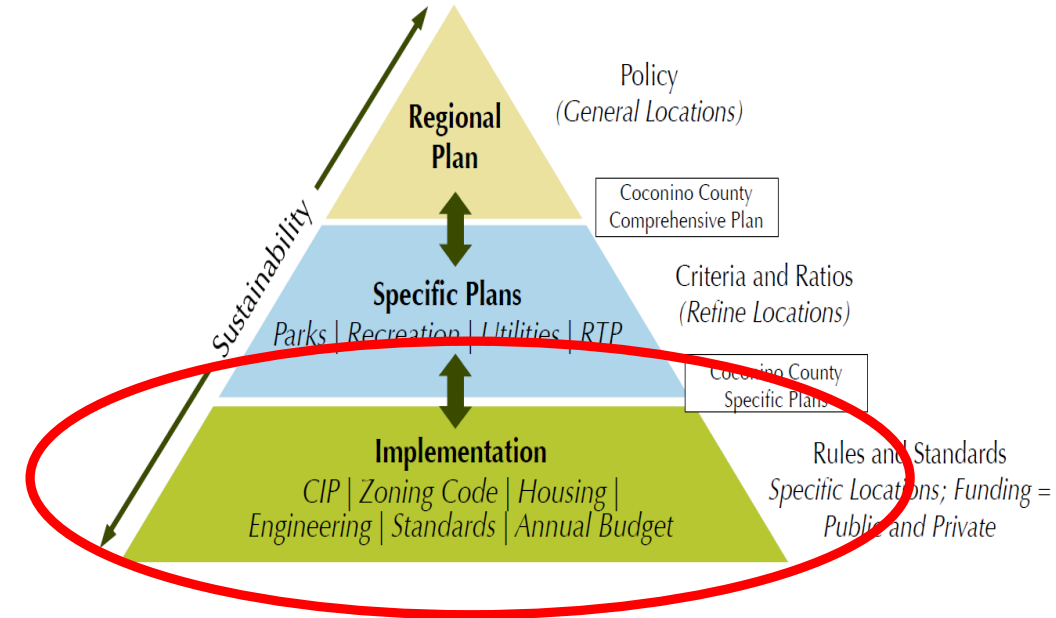




# Zoning Code Manager

## Primary Responsibility

- **Zoning Code Administrator for Development Codes (20 - 40%):**
  - Intra-City Coordination and Assistance
  - Public Assistance
  - Board of Adjustment Liaison
- **Development Code Amendments (40 – 60%)**
- **Project Management (10 - 20%):**
  - Variance applications
  - Zoning Verification





# Zoning Code Manager Accomplishments

- Amendment to the Conditional Use Permit approval process
- West University Drive Entrance Sign District
- Comprehensive review of the zoning code to identify inconsistencies
- Coordinating with the City Clerk's office and the city's codifier (on-line code) to correct codification errors and inconsistencies
- Drafted code revisions to address inconsistencies, conflicts, and enforcement concerns





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## PLANNING & ZONING PROJECTS TIMELINE

### Zoning Administration Program Work

Winter 2018    Spring, 2019    Summer, 2019    Fall, 2019    Winter 2019    Spring, 2020    Summer, 2020    Fall, 2020    Winter 2020

**Administrative and Miscellaneous Modifications**

**Outdoor Lighting Code**

**Development Exactions Code**

**Subdivision/Dedications/Releases Code**

**Resource Protection Standards**

**La Plaza Vieja Neighborhood Specific Plan (LPV)**

**High Occupancy Housing Specific Plan (HOH)**

**Climate Action & Adaption Plan**

**Design Review Requirements**

**Southside Community Specific Plan (SCP)**

**Start of Consultant Anticipated**



## PLANNING & ZONING PROJECTS TIMELINE

Winter 2018

Spring, 2019

Summer, 2019

Fall, 2019

Winter 2019

Spring, 2020

Summer, 2020

Fall, 2020

Winter 2020

## Administrative and Miscellaneous Modifications

# Zoning Administration Program Work

- Clarify conflicting requirements, remove redundancy, and formatting
- Address code enforcement issues
- Parking on private property, including recreational vehicle parking
- Dwelling units and beds density ratios multiple-family development (Also – HOH)
- Use consistent language and uniform processes and requirements between different codes
- Accommodate changes to the Arizona Revised Statutes



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## PLANNING & ZONING PROJECTS TIMELINE

### Zoning Administration Program Work

Winter 2018 | Spring, 2019 | Summer, 2019 | Fall, 2019 | Winter 2019 | Spring, 2020 | Summer, 2020 | Fall, 2020 | Winter 2020

#### Outdoor Lighting Code

- Clarify requirements and remove ambiguity
- Address code enforcement issues
- Address recommendations from the Naval Observatory Flagstaff Station (NOFS) Mission Compatibility Light Pollution Study
- Evaluate requirements small site

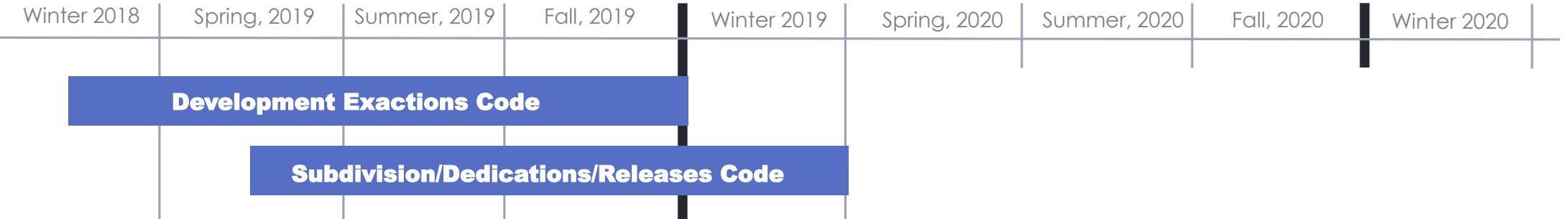


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## PLANNING & ZONING PROJECTS TIMELINE

### Zoning Administration Program Work



- Clarify requirements and remove ambiguity
- Update subdivision code and easement release provisions (Also in SCP)
- Coordinate and update the development codes pertaining to dedications and exactions
- Incorporate standard for connectivity and resource protection (Also in RP and HOH)
- Clarify the difference between Master Development Plan and Specific Plans



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## PLANNING & ZONING PROJECTS TIMELINE

### Zoning Administration Program Work



- Incorporate provisions to:
  - Protect and minimize impacts on springs, seeps and riparian areas
  - Incentive maintaining and protecting wildlife corridors
  - Minimize obstructing wildlife corridors
  - Protect rock outcrops
  - Identify prairie dog habitats and translocation



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## PLANNING & ZONING PROJECTS TIMELINE

### Zoning Administration Program Work



- Analysis of neighborhood characteristics
- Incorporate a conservation or similar overlay zoning district for the neighborhood
- Incorporate neighborhood level architecture and landscape provisions
- Incentivize lower and transitional scale development



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## PLANNING & ZONING PROJECTS TIMELINE

### Zoning Administration Program Work



- Update Downtown regulating plan transect locations
- Update Rooming and Boarding provisions
- Block, building form, height and type standards (Also in LPV and HOH)
- Incorporate historic preservation flexibility provisions for projects in development standards and guidelines
- Incorporate multimodal transportation performance standards for parking reduction.

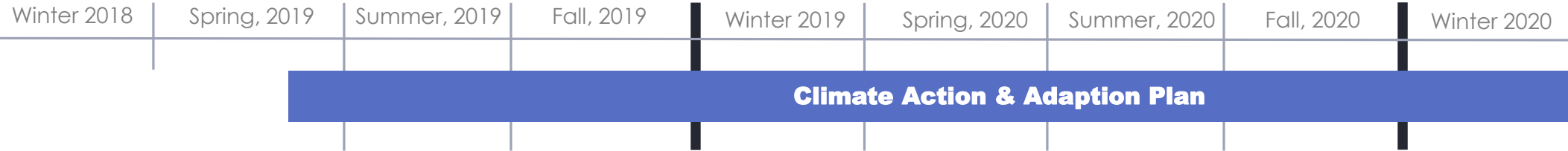


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## PLANNING & ZONING PROJECTS TIMELINE

### Zoning Administration Program Work



- Update Landscape requirements (xeriscape)
- Incorporate incentives and standards for promote climate change resiliency and emissions reductions
- Update sustainable building and energy efficiency incentives (Also in HOH)
- Update off-street parking requirements and location standard (Also in HOH)



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## PLANNING & ZONING PROJECTS TIMELINE

Zoning Administration Program Work



- Comprehensive review and update to standards and process
- Update design standards for mixed use buildings (Also in LPV)
- Update Block, building form, height and type standards (Also in LPV and HOH)

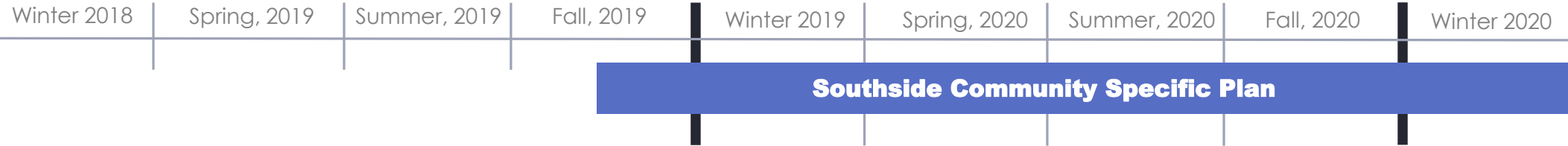


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## PLANNING & ZONING PROJECTS TIMELINE

### Zoning Administration Program Work



- Coordinate with subdivision updates to address master development plans
- Update the development codes to address recommendations of the plan



## Zoning Code Program Key Points

- Need to address the existing code implementation and enforcement issues prior to significant modifications and additions to the code.
- The proposed work program is reliant on existing consultant funding, and receiving additional funding with the next fiscal budget (2019 – 2020).
- The Public Participation Plan will vary and will be determined for each work program item. The plan and public buy in may affect the timing and completion of the individual work program items.

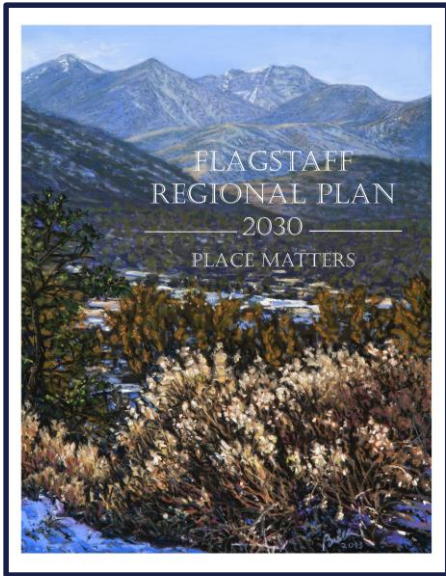




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# 2019 Zoning Code and Comprehensive Planning Program Update



Sara Dechter, AICP  
Comprehensive Planning Manager

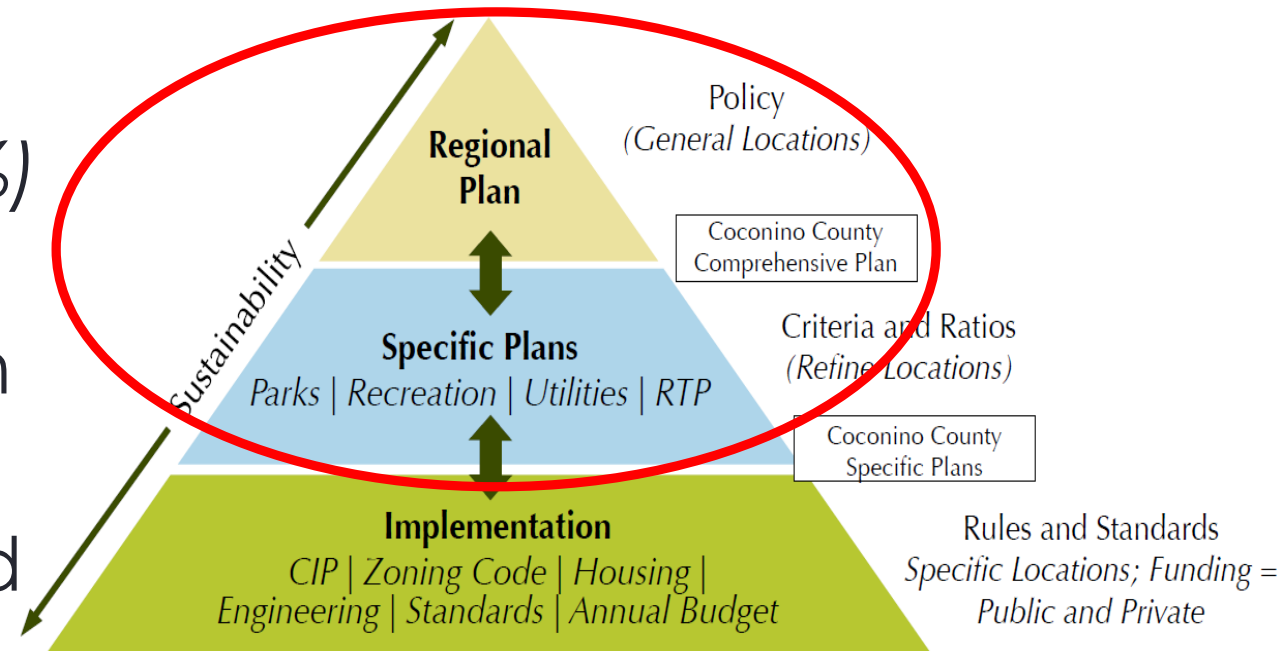




# Comprehensive Planning Program

## Normal Work Assignments

- Project Management for Area Plans and Specific Plans (50-60%)
- Inter- and Intra-government Coordination and Regional Plan Implementation (20-30%)
- Regional Plan Amendments and Development Application Review (20-30%)

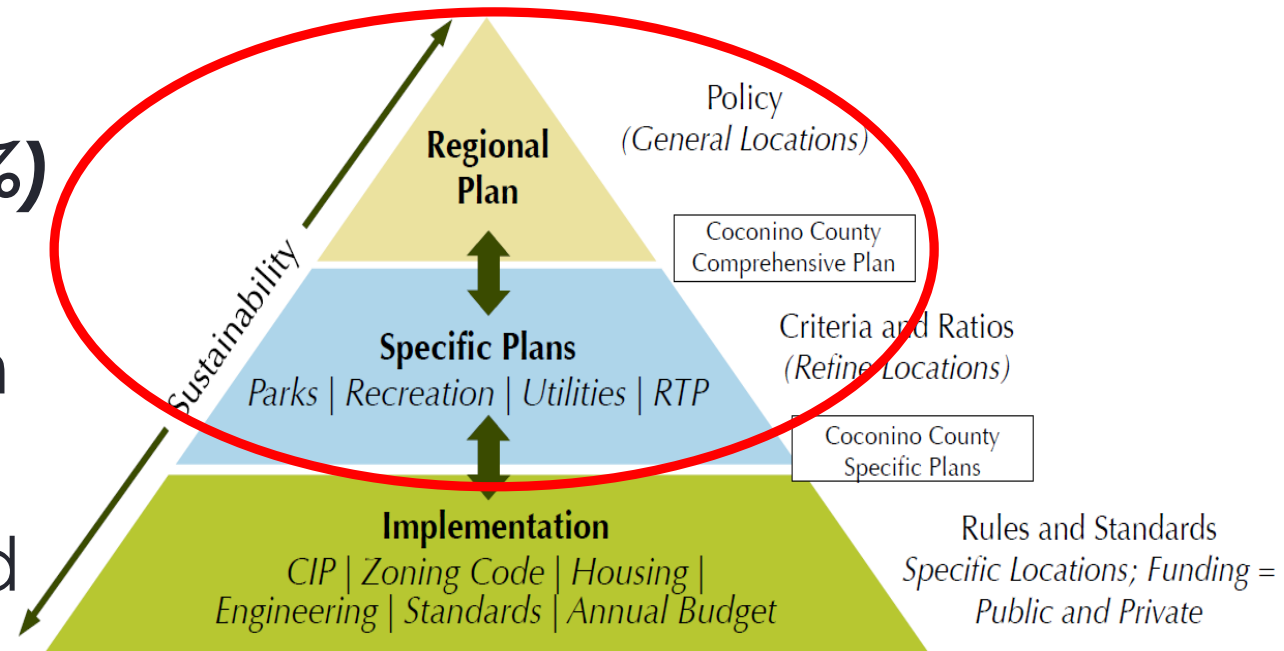




## Comprehensive Planning Program 2019-2020

### 2019-2020 Work Assignments

- Project Management for Area Plans and Specific Plans **(30-40%)**
- Inter- and Intra-government Coordination and Regional Plan Implementation **(30-40%)**
- Regional Plan Amendments and Development Application Review (20-30%)





## Other Responsibilities

- HPO duties (shared with Current Planning)
- Support Joint Land Use Study, Activity Transportation Master Plan, and Milton Road Master Plan
- JW Powell Public Infrastructure and Facilities Specific Plan Phase 2 Lead office (2019-2021)





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## Comprehensive Planning Accomplishments

- Completed the High Occupancy Housing Plan
- Provided 12 diverse and innovative public participation opportunities for the Southside Community Plan
- Formed a joint Census Team with Coconino County and established a budget
- Complete the 4<sup>th</sup> Regional Plan Annual Report





## Comprehensive Planning Accomplishments

- Staff supported partner projects:
  - Milton Road Corridor Master Plan
  - JW Powell Specific Plan Phase 1
  - Active Transportation Master Plan,
  - Climate Change Action Plan
  - Bellemont Area Plan (Coconino County)

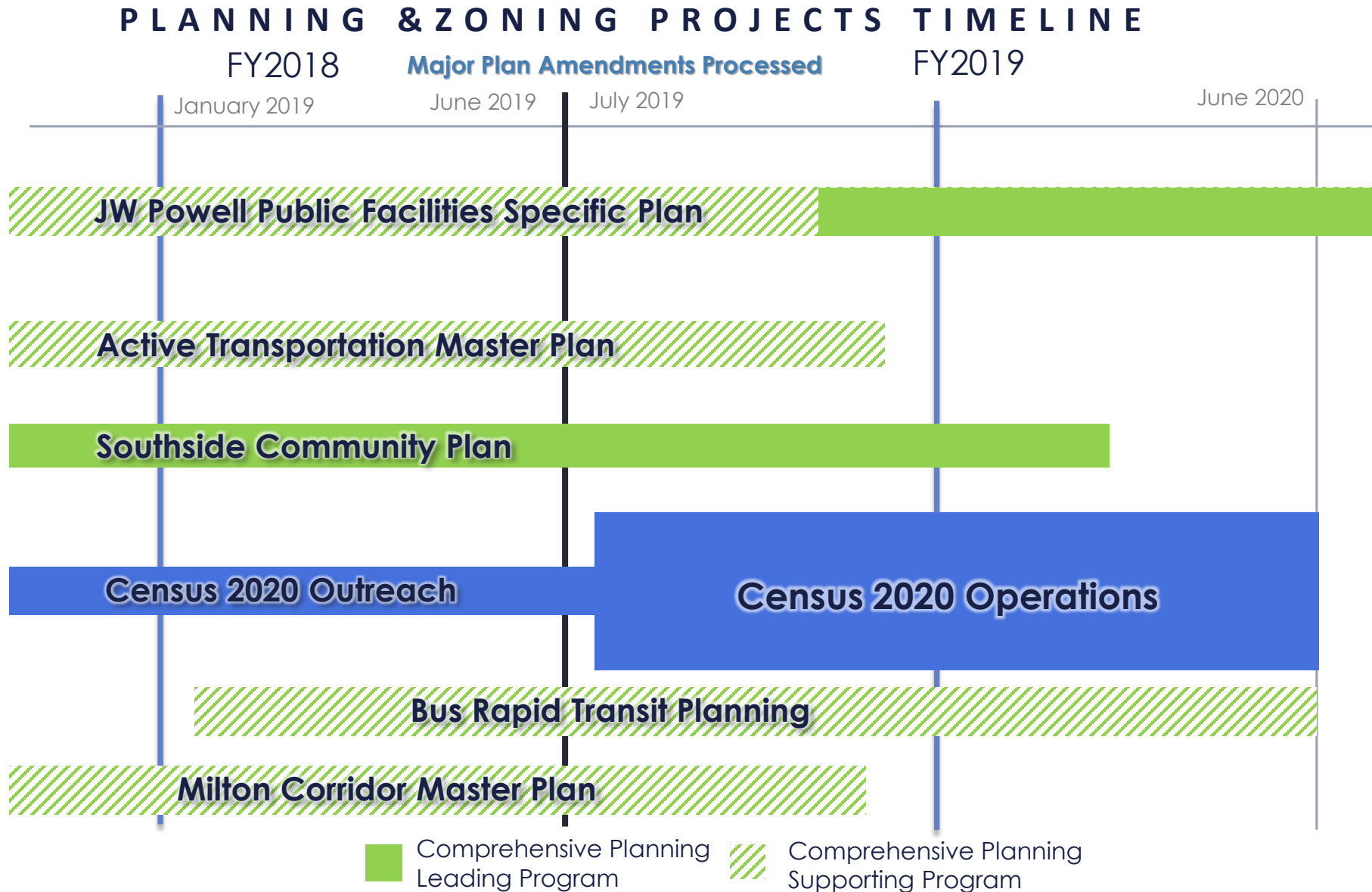




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## Comprehensive Planning Program Work





# SOUTHSIDE COMMUNITY PLAN EMBRACE OUR HERITAGE ENHANCE OUR FUTURE

Fall 2017 to  
Spring 2018



Community  
Visioning

*What do we  
want?*

Spring to  
Fall 2018



Needs &  
Solutions

*What needs  
to change and  
how?*

Winter 2018 to  
Summer 2019



Policymaking  
& Partnerships

*What can  
government &  
partnerships do  
to make the  
vision reality?*

Fall to Winter  
2019



EMBRACE OUR HERITAGE  
ENHANCE OUR FUTURE

Prepare and  
Adopt a Plan

*Do we have  
consensus  
about the  
future of  
Southside?*



## Southside Plan Early Implementation

- New parking and street management on Fountaine St.
- New streets brought into residential parking program
- Handicap accessible on-street parking
- Stormwater regulation education
- Bulk trash education and operations
- Communication with NAU students
- Trash clean-ups



## Southside Plan Next Steps

- Open House to kick off the Partnership and Policymaking on March 30, 2019
- Southside Community Association will convene a stakeholder advisory group. City will provide a third-party facilitator for the process and staff will support with briefing materials and technical assistance
- Desired adoption in December 2019- February 2020





## Census 2020 Coordination

- Census Team established and expanded
- Recruitment for Census jobs started
- Drafting scopes of work for PR and workshop contracts
- NAU and Communications subcommittees working
- NAU Spring 2018 Communications capstone – on campus outreach design
- Looking into technology and temporary employee to assist in organizing volunteers





## Comprehensive Planning Program Key Points

- Census 2020 outreach is a City-wide priority for the next 15 months.
- Southside Plan timeline will depend on pace that the community wants to work.





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THANK YOU  
and good evening! 😊

