FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JUNE 4, 2019

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 SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

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

4. PUBLIC PARTICIPATION

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

5. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Pride Month

B. **Proclamation:** Gun Violence Awareness Day

6. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Adam Harrington, "High Altitude Home Brew Supply," 2710 N. Steves Blvd., Suite H, Series 10 (beer and wine store), New License.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

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 Cooperative Contract:** Purchase of Four (4) Itron MC3 lite mobile collection systems for water meter services.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of the four (4) Itron MC3 lite mobile collection systems from Mountain State Pipe and Supply in the amount of $18,000 each for a total of $72,000.
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Municipal Services Accounts, Miscellaneous Account Receivable, and Insufficient Funds Write-offs:** Delinquency and Uncollectible Accounts for FY 2019.

STAFF RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectible Municipal Services accounts (water/solid waste utility services), Miscellaneous Account Receivables (variety of fees, lease revenue, retiree insurance), and Insufficient Funds (returned checks) in the combined amount of $91,161.74.

8. ROUTINE ITEMS

A. **Consideration and Approval of Cooperative Purchase Contract:** Consultant Services Contract for the Fourth Street Reconstruction Design Project

STAFF RECOMMENDED ACTION:

1. Award a Consultant Services Contract to AECOM Technical Services, Inc. of Phoenix, AZ under a Cooperative Purchase Contract with the State of Arizona in an amount not to exceed $176,966.00 with a contract duration of 190 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Adoption of Resolution No. 2019-16:** A resolution amending Section 5.2 of the Section 8 Administrative Plan to adopt a local preference for selection from the waiting list.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-16 by title only
2) City Clerk reads Resolution No. 2019-16 by title only (if approved above)
3) Adopt Resolution No. 2019-16

C. **Consideration and Approval of Contracts:** Annual Workers' Comp and General Liability Insurance.

STAFF RECOMMENDED ACTION:

1. Approve the renewal of our Workers' Compensation agreement with CopperPoint Mutual with an estimated premium of $515,847.
2. Approve the renewal of our property insurance agreement with A.I.G. with an estimated premium of $234,916.
3. Approve the renewal of our General Liability, Auto, Umbrella and associated lines of coverage with travelers Insurance with an estimated premium of $729,590.

D. **Consideration and Approval of Construction Contract:** Recommended Approval of the Construction Contract with Mountain High Excavation, LLC. in the amount of $845,051.00 for the Aztec Street Improvements Project.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with Mountain High Excavation, LLC. in the amount of $845,051.00, which includes a $56,000.00 Contract Allowance and a Contract Timeframe of 120 calendar days; and
2. Approve Change Order Authority to the City Manager in the amount of $78,905.10 (10% of the Contract Price, less the Contract Allowance); and
3. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Adoption of Resolution No. 2019-21:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement Between the State of Arizona Department of Revenue and City of Flagstaff for local tax administration; providing for expiration of the existing agreement; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-21 by title only
2) City Clerk reads Resolution No. 2019-21 by title only (if approved above)
3) Adopt Resolution No. 2019-21

Approve the Intergovernmental Agreement between the City of Flagstaff and the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State or cities or towns.

F. **Consideration and Adoption of Resolution No. 2019-22:** A resolution of the Flagstaff City Council, approving a Model Uniform Video Service License Agreement and Application and Affidavit for Uniform Video Service License, as required by state law; providing for delegation of authority and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-22 by title only
2) City Clerk reads Resolution No. 2019-22 by title only (if approved above)
3) Adopt Resolution No. 2019-22

G. **Consideration and Adoption of Resolution No. 2019-24:** A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative estimates of the amounts required for the public expense for the City of Flagstaff for Fiscal Year 2019-2020; adopting a Tentative Budget; setting forth the receipts and expenditures; the amount proposed to be raised by direct property taxation; giving notice of the time for hearing taxpayers, for adopting of Budget and for fixing the tax levies. ***(Adopt Tentative Budget for City FY 19-20)***

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-24 by title only
2) City Clerk reads Resolution No. 2019-24 by title only (if approved above)
3) Adopt Resolution No. 2019-24

RECESS

6:00 P.M. MEETING

RECONVENE

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).

9. ROLL CALL

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

MAYOR EVANS	
VICE MAYOR SHIMONI	COUNCILMEMBER ODEGAARD
COUNCILMEMBER ASLAN	COUNCILMEMBER SALAS
COUNCILMEMBER MCCARTHY	COUNCILMEMBER WHELAN

10. PLEDGE OF ALLEGIANCE

11. PUBLIC PARTICIPATION

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

13. PUBLIC HEARING ITEMS

A. Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-014: Canyon del Rio Investors, LLC requests a Concept Zoning Map Amendment of approximately 83.88 acres at 3200 East Butler Avenue from the RD, Research and Development Zone, to MR, Medium Density Residential Zone (27.9 acres), HR, High Density Residential Zone (30.0 acres), and HC, Highway Commercial Zone (25.9 acres). The area proposed for the Concept Zoning Map Amendment is a portion of a 262-acre development known as Canyon del Rio. (Canyon del Rio Investors, LLC Concept Zoning Map Amendment request for property located at 3200 East Butler Avenue.)

STAFF RECOMMENDED ACTION:

1) Hold Public Hearing
2) Read Ordinance No. 2019-14 by title only for the final time
3) City Clerk reads Ordinance No. 2019-14 by title only (if approved above)
4) Adopt Ordinance No. 2019-14

14. REGULAR AGENDA

A. **Consideration and Approval of Preliminary Block Plat** Request by Canyon del Rio Investors, LLC, for Preliminary Plat approval for Canyon del Rio, a subdivision consisting of 22-parcels, 8-tracts and Rights-of-Way on 262 acres, located at 1200 East Butler Avenue in the R1, Single-Family Residential Zone, the MR, Medium-Density Residential Zone, the HR, High-Density Residential Zone and the HC, Highway Commercial Zone.

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission (5-0 vote on April 24, 2019) recommends approving the Preliminary Block Plat with the conditions outlined in the staff summary and its attachments.

B. **Consideration and Possible Adoption of Resolution No. 2019-20:** A resolution authorizing the execution of a Development Agreement between Canyon del Rio Investors, LLC and the City of Flagstaff related to the development of approximately 262 acres of real property generally located at 3200 East Butler Avenue. (**Canyon del Rio Development Agreement**)

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2019-20 by title only
2. City Clerk reads Resolution No. 2019-20 by title only (if approved)
3. Adopt Resolution No. 2019-20

C. **Consideration and Adoption of Resolution No. 2019-26 and Ordinance No. 2019-16:** Adoption of the *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations."*

STAFF RECOMMENDED ACTION:

At the June 4, 2019 Council Meeting:

1) Read Resolution No. 2019-26 by title only
2) City Clerk reads Resolution No. 2019-26 by title only (if approved above)
3) Read Ordinance No. 2019 -16 by title only for the first time
4) City Clerk reads Ordinance No. 2019-16 by title only (if approved above)

At the June 18, 2019 Council Meeting:

5) Adopt Resolution No. 2019-26
6) Read Ordinance No. 2019-16 by title only for the final time
7) City Clerk reads Ordinance No. 2019-16 by title only (if approved above)
8) Adopt Ordinance No 2019-16

D. **Consideration and Adoption of Resolution No. 2019-27 and Ordinance No. 2019-17:** Declaring as a Public Record that certain document known as "The International Fire Code, 2018 Edition, and the 2019 Amendments to the Flagstaff City Code, Title 5, Fire Code" and adopting said public record by reference.

STAFF RECOMMENDED ACTION:

At the June 4, 2019 Council Meeting:
1) Read Resolution No. 2019-27 by title only
2) City Clerk reads Resolution No. 2019-27 by title only (if approved above)
3) Read Ordinance No. 2019 -17 by title only for the first time
4) City Clerk reads Ordinance No.2019-17 by title only (if approved above)

At the June 18, 2019 Council Meeting:
5) Adopt Resolution No. 2019-27.
6) Read Ordinance No. 2019 -17 by title only for the final time
7) City Clerk reads Ordinance No.2019-17 by title only (if approved above)
8) Adopt Ordinance No 2019-17

E. **Consideration and Adoption of Resolution No. 2019-28 and Ordinance No. 2019-19:** A resolution and ordinance amending the Flagstaff City Code, Title 8, *Streets and Public Ways* and Title 9, *Traffic*, Chapter 9-05, *Bicycles.*

STAFF RECOMMENDED ACTION:

At the June 4, 2019 Council Meeting:
1) Read Resolution No. 2019-28 by title only
2) Read Ordinance No. 2019-19 by title only for the first time
3) City Clerk reads Ordinance No. 2019-19 by title only (if approved above)

At the June 18, 2019 Council Meeting:
1) Adopt Resolution No. 2019-28
2) Read Ordinance No. 2019-19 by title only for the final time
3) City Clerk reads Ordinance No. 2019-19 by title only (if approved above)
4) Adopt Ordinance No. 2019-19

15. DISCUSSION ITEMS

A. **Discussion and Direction:** Possible Ballot Measure Committees for the November 2020 General Election

B. **Discussion:** Affordable Housing ballot measure for 2020

C. **Discussion/Direction:** Establish/Create the Affordable Housing Commission discussed in Proposition 422

16. COUNCIL LIAISON REPORTS

17. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Evans to place on a future agenda a discussion about a cell phone tower ordinance to require that the coverage map provided in the application be done by an independent third party.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Odegaard to place on a future agenda a discussion about the creation of a City Veterans' Liaison Coordinator position.

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

19. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2019.

_____
Stacy Saltzburg, MMC, City Clerk

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Action on Liquor License Application: Adam Harrington, "High Altitude Home Brew Supply," 2710 N. Steves Blvd., Suite H, Series 10 (beer and wine store), New License.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A series 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. This is a non-quota type of license.

High Altitude Home Brew Supply is an existing business in Flagstaff. If approved, it will be the 38th active series 10 license in Flagstaff.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

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

Policy Impact:
Not applicable.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:
Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:
Not applicable.

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

The deadline for issuing a recommendation on this application is June 5, 2019.

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

Community Involvement:
The application was properly posted on May 14, 2019. No written protests have been received to date.

Attachments:
High Altitude Home Brew Supply - Letter to Applicant
Hearing Procedures
Series 10 Description
High Altitude Home Brew Supply - PD Memo
High Altitude Home Brew Supply - Code Memo
High Altitude Home Brew Supply - Map

OFFICE OF THE CITY CLERK

May 20, 2019

High Altitude Home Brew Supply
Attn: Adam Harrington
2710 N. Steves Boulevard
Suite #H
Flagstaff, AZ 86004

Dear Mr. Harrington:

Your application for a new Series 10 Liquor License for High Altitude Home Brew Supply located at 2710 N. Steves Blvd. #H, was posted on May 14, 2019. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, June 4, 2019 which begins at 4:30 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on June 3, 2019 and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy M. Fobar
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 10 Beer and Wine Store License (Beer and wine only)

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

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

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

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

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

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

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

Chief of Police
Kevin D. Treadway

MEMORANDUM

Memo # 19-028

TO **Interim Chief Dan Musselman**

FROM **Sgt. Collin Seay**

DATE **May 15th, 2019**

REF **Series 10 New License (Beer and Wine Store) Application for High Altitude Home Brew Supply**

On May 15th, 2019, I initiated an investigation into an application for a new series 10 (Beer and Wine Store) liquor license for High Altitude Home Brew Supply located at 2710 N Steves Boulevard. The application license number is 10063918.

The new series 10 liquor license is being requested by Adam Harrington, and he is the agent and controlling person on the license. Adam advised this is his first liquor license application, and he will be overseeing the day to day operations of the license. Adam advised he is not operating with an interim license and is awaiting approval to begin selling beer and wine out of his business. I conducted a public access and local systems search of Adam, and no derogatory records could be found. I also did not locate any previously owned liquor licenses or liquor violations against Adam.

Adam advised me over the phone that he will sell home brewing and wine-making supplies out of his business as well as packaged beer and wine for consumption off-site only. Adam advised he planned on selling beer and wine from 10 am to 6 pm daily. Adam has completed the mandatory liquor license training, and he provided proof of this with his application. Adam said he will be present at the June 4th, 2019 council meeting.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Interim Planning Director

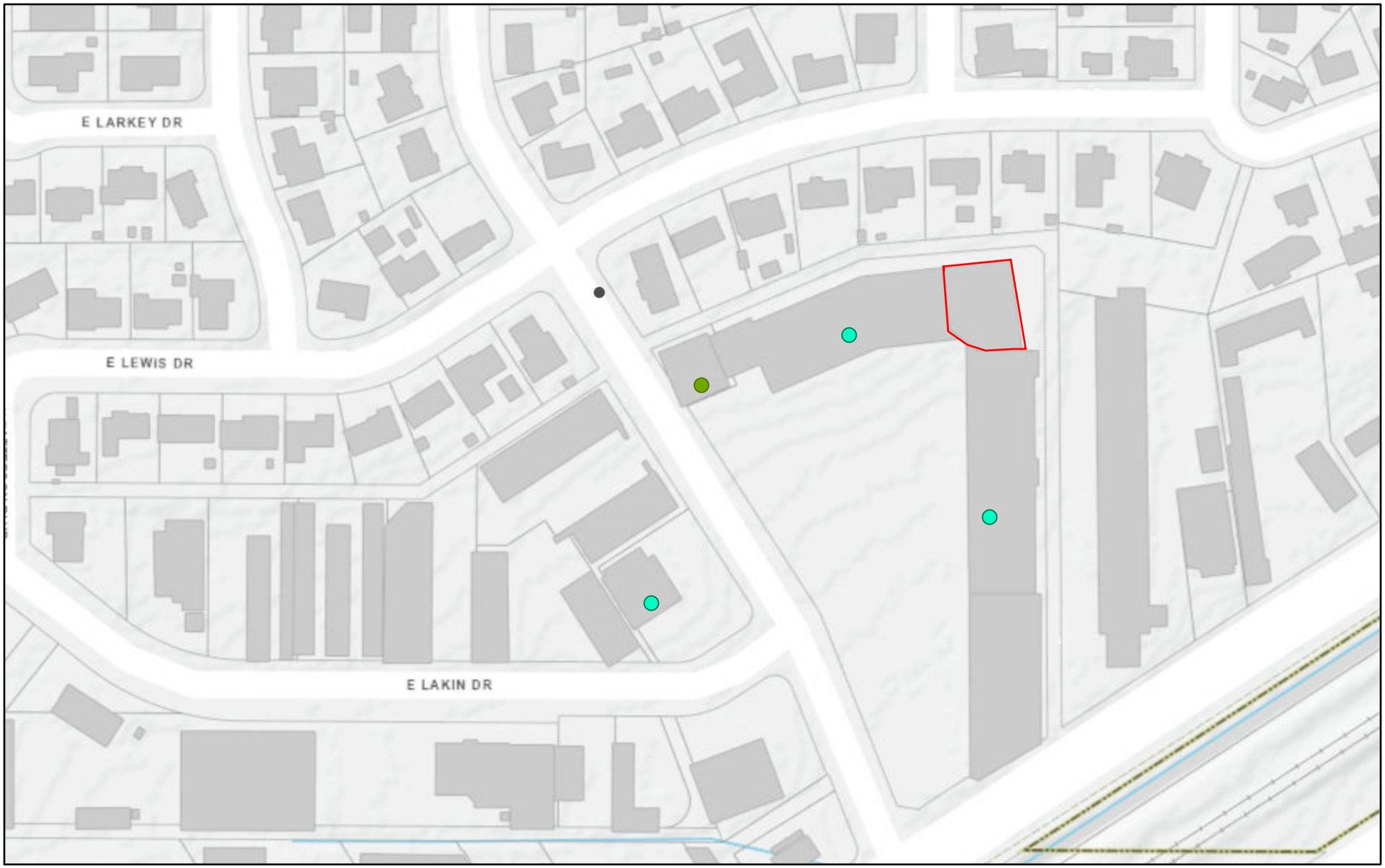
Date: May 13, 2019

Re: Application for Liquor License #63918
2710 N. Steves Blvd., Flagstaff, Arizona 86004
Assessor's Parcel Number 108-10-001C
Adam Harrington on behalf of High Altitude Home Brew Supply

This application is a request for a new Series 10 Beer & Wine Store liquor license by Adam Harrington on behalf of High Altitude Home Brew Supply. This business is located within the Highway Commercial district. This district does allow for this use.

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

2019-08 - High Altitude Home Brew Supply



5/20/2019, 4:25:10 PM

Liquor Licenses

Restaurant

Liquor Store

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Web AppBuilder for ArcGIS

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sandy Corder, Revenue Director
Co-Submitter:	Mark Richardson
Co-Submitter:	Rick Tadder
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Approval of Cooperative Contract: Purchase of Four (4) Itron MC3 lite mobile collection systems for water meter services.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of the four (4) Itron MC3 lite mobile collection systems from Mountain State Pipe and Supply in the amount of $18,000 each for a total of $72,000.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Mountain State Pipe and Supply have a cooperative agreement with the City of Tucson for the purchase of Itron MC3 lite mobile collection systems for water meter services, which includes the Radio Frequency, tough pads, and applicable wiring kits.

Financial Impact:

This funding was approved by the Budget Team, City Manager, and City Council as part of the current fiscal year budget. The approved amount was included in the Water Services FY 2019 budget in 202-08-370-3170-0-4461.

Policy Impact:

None

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

WATER CONSERVATION: Become a national leader in water conservation in all sectors.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- Approve the purchase of the four MC3 lites through the cooperative contract
- Disapprove the purchase of the four MC3 lites and direct staff to find alternatives

Background/History:

The City of Tucson executed Agreement for Services No. 171770 on August 28, 2017, for Itron Components, with Mountain State Pipe and Supply as the successful bidder in a competitive Request for Proposal process. As such, a cooperative agreement was formed and allows the City of Flagstaff to purchase the Itron MC3 lite mobile collection systems as part of the agreement.

This purchase replaces four (4) FC300 SR handheld units which are utilized every business day for all meter related reads throughout the City. These units and their corresponding software will no longer be supported after December 2019. Currently, the City has approximately 21,300 customer reads per month. These units are currently assigned to the Customer Service Meter unit. They will allow the City to continue with uninterrupted reads and service to customers. The only other option would be to revert back to a pager type system that would require Meter Technicians to walk routes rather than drive them, as data is collected at a slower rate of speed.

Key Considerations:

The purchase of these units is critical for the Meter Technicians to perform their daily functions to meet the City needs of reading water meters. The current units will no longer be supported with maintenance and are the sole means to efficiently read water meters timely and accurately, eliminating the need for estimating water consumption, thus promoting water conservation. These are necessary pieces of equipment which allow this division to meet its mission.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Provide accurate water consumption data.

Community Involvement:

Inform

Expanded Options and Alternatives:

None

Attachments: Itron Cooperative Purchase
Estimate for Flagstaff
Award Amendment through August 2019
Cooperative Contract with Tucson

COOPERATIVE PURCHASE CONTRACT
Contract No. 2019-65

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Mountain States Pipe and Supply (MSPS), ("Contractor").

RECITALS:

A. Contractor has an Agreement for Services No. 171770 with City of Tucson to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

    a. DCU-5310-301 MC3Lite RF Unit
    OEM-1069-040 FZ-M1 7" Toughpad Tablet
    DCU-5302-631 MC3, Standard Accessory Kit
    Wiring Kit:
    Kit-0060-101 MC3 Portable Wiring Kit system w/tablet

    Quantity (4) Price/Each $18,0000 Item # MC3SM

2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

3. Payment. Payment to the Contractor for the materials and or services provided shall be the quantity four (4) at a price of $18,000 a piece for a total of $72,000 made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are attached hereto as *Exhibit B*. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term. This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: Per Estimate

Specifications: Per Estimate

Schedule of performance: Per Estimate

Delivery location: Per Estimate

Notices: All notices to City shall be sent to:

Buyer: Liane Garcia
Purchasing Department
211 W. Aspen Drive
Flagstaff, Arizona 86001
(928) 213-2279

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

Agency Contract Name and No.: Agreement for Services NO. 171770 ITRON Components (15 pages)

Contract Amendment (1 page)

Current Price Lists (Estimates) (1 page)

Estimate

MOUNTAIN STATES PIPE & SUPPLY
7765 Electronic Drive
Colorado Springs CO 80922
United States
(719) 634-5555

Estimate #	EST3349
Date	12/12/2018
Acct. No.	3182
Expires	7/11/2019
Entered By:	Marc Brown
Sales Rep	Marc Brown
Shipping Charges	INBOUND
Terms	NET 30
Quote Referernce	

Bill To

CITY OF FLAGSTAFF
Attn Ron Mead
211 WEST ASPEN
FLAGSTAFF AZ 86001-5399
United States

Ship To

CITY OF FLAGSTAFF
Attn Ron Mead
211 WEST ASPEN
FLAGSTAFF AZ 86001-5399
United States

Line#	Item	Description	Qty	U/M	Price/ Ea	Amount
1	Itron MC3Lite-7" Tablet	Includes: DCU-5310-301 MC3Lite RF Unit OEM-1069-040 FZ-M1 7" Toughpad Tablet DCU-5302-631 MC3, Standard Accessory Kit Wiring Kit: Kit-0060-101 MC3 Portable Wiring Kit system w/tablet	1	EA	18,000.00	18,000.00

Total $18,000.00

Pricing valid for 30 days from quotation date unless noted otherwise. Estimate is based on information provided by customer, and is not guaranteed for accuracy of quantity or type. All items FOB: Origin, Freight Pre-Pay and Add to Invoice unless noted otherwise. All items subject to prior sale. Prices subject to change without notice.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4121 / FAX: (520) 791-4735
carole.quintana@tucsonaz.gov
ISSUE DATE: Wednesday, March 14, 2018

CONTRACT AGREEMENT NO: 171770
CONTRACT AMENDMENT NUMBER: ONE (1)

CQ
CONTRACT OFFICER: CAROLE QUINTANA

ITRON COMPONENTS
AMENDMENT NO. ONE (1)

THIS SERVICE CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Contract No. 171770, Section III, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of August 28, 2018 through August 27, 2019.

**********END OF AMENDMENT**********

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: MOUNTAIN STATES PIPES
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Paul T Carroll 03/14/18
Signature of person authorized to sign — Date

Paul T Carroll CEO
Name and Title (typed or printed legibly)

Mountain States Pipe & Supply Co.
Company Name

111 W Las Vegas Street
Address

paulc@msps.com
Email Address

Colorado Springs CO 80903
City — State — Zip

Contact information for Sales/Account Representative for daily business operations:

Paul T Carroll
Name and Title (typed or printed legibly)

719-475-4020
Phone Number

paulc@msps.com
Email Address

CITY OF TUCSON:
THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 15TH DAY OF March, 2018, AT TUCSON, ARIZONA.

for Pete Saxton, CPA
as Director of Business Services and not personally

AGREEMENT FOR SERVICES NO. 171770
ITRON Components

THIS AGREEMENT is made and entered into this 28th day of August 2017, by and between the City of Tucson, hereinafter referred to as the "City", and Mountain States Pipe and Supply (MSPS), hereinafter referred to as the "Contractor".

I. SCOPE OF SERVICES

The Contractor shall provide Itron products as needed for the City of Tucson Water Department. Pricing shall be discounted off of the January 1st price list in effect each year.

II. GENERAL REQUIREMENTS

A. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

B. WARRANTY: Contractor shall warrant that all Parts and Components furnished are newly manufactured or ITRON certified and free from defects in material and workmanship. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. Contractor warrants to the City that the Parts and Components are certified by manufacturer and will be free from defects in materials and workmanship and will conform to the applicable published manufacturer specifications for a period of one year from the date of shipment. The Contractor's sole obligation and the City's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Contractor to repair non-conforming Parts and Components or provide the City with replacement Parts and Components after the City has returned non-conforming Parts and Components properly packaged and prepaid to a repair facility designated by Contractor in accordance with Contractor's then-current RMA procedures within five (5) calendar days. If Contractor, in its sole discretion, determines that it is unable to repair or replace such non-conforming Parts and Components, Contractor will replace such Parts and Components within seven (7) workdays. Parts and Components that are repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. The City will pay the cost of returning non-conforming Parts and Components to the place of repair designated by Contractor and Contractor will pay the cost of delivering repaired or replacement Parts and Components to the City.

The warranty provided herein does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of

God; service (including installation or de-installation) not performed or authorized by Contractor; usage not in accordance with product instructions or in a configuration not approved by Contractor; normal wear and tear; and problems caused by use of Parts and Components and components not supplied by Contractor. The warranty provided herein shall be void if the Parts and Components are modified in a way not authorized in writing by Contractor.

C. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Department of Procurement. The report shall be sent after eleven (11) months of the Contract term. The report shall provide complete information on the quantity, description and total price of items purchased under this Contract.

D. **INVENTORY:** The City of Tucson has an ongoing requirement for the material indicated in this Agreement. It is an express condition that the Contractor shall maintain a reasonable stock on hand for delivery. Failure to maintain such a stock may result in cancellation of the Agreement.

E. **MANUFACTURER'S REPRESENTATIVE:** The Contractor certifies as an ITRON manufacturer's Distributor and certify that it is authorized to provide the specific Parts and Components. The Contractor guarantees that should it fail to maintain its Distributor status, it will provide the City with at least thirty (30) days notice. This will allow upon assignment by the City, to identify an alternate authorized Contractor for the balance of the Contract period.

F. **PRODUCT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting products purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agency's Contract Representative.

G. **SUBSTITUTE ITEMS:** The City intends to award Contract(s) for particular products and/or models of equipment as result of this Agreement. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

H. **TRAINING:** The Contractor shall provide the City with primary training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator in order to assure proper operation and utilization of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor.

II. COMPENSATION AND METHOD OF PAYMENT

A. In consideration of the performance of the services described in the Scope of Services, the City shall pay the Contractor the sum or amounts as set forth below and the Contractor shall charge the City only in accordance with those same amounts.

FC300 EQUIPMENT & ACCESSORIES	2 % Off of Manufacturer's Price List
ITRON MOBILE RADIO & ACCESSORIES	2 % Off of Manufacturer's Price List
FCS AND ITRON MOBILE SOFTWARE	NET % Off of Manufacturer's Price List
MOBILE COLLECTOR LITE	2 % Off of Manufacturer's Price List
WATER ENDPOINT PRODUCT FAMILY a. 100W+ Modules b. RIVA Modules c. Leak Sensors and Accessories d. Advances Leak Sensors and Accessories e. Remote Antennas f. Through-the Lids antenna kits g. AMR/AMI Interface Cables	 51 % Off of Manufacturer's Price List 35 % Off of Manufacturer's Price List 10 % Off of Manufacturer's Price List 10 % Off of Manufacturer's Price List NET % Off of Manufacturer's Price List NET % Off of Manufacturer's Price List NET % Off of Manufacturer's Price List
CHOICE CONNECT a. CCU b. RPU c. TCU	 NET % Off of Manufacturer's Price List NET % Off of Manufacturer's Price List NET % Off of Manufacturer's Price List
MLOGONLINE (Leak sensors hosting	NET % Off of Manufacturer's Price List
WaterSmart Platform	NET % Off of Manufacturer's Price List

SALES TAX PERCENT: 8.6 %

DELIVERY: Delivery is promised within Stock - 4 WKS calendar days after receipt of an order.

B. The City will pay the Contractor following submission of itemized invoice(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice. Each itemized invoice must bear a written certification by an authorized City representative, confirming the services for which payment is requested have been performed.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

C. Prompt Payment Discount Terms: Please indicate your payment terms below:

The price(s) herein can be discounted by 0 %, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

D. Cooperative Purchasing Program: Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

X Yes _____ No If yes, state proposed percentage: 0 %

E. Will payment be accepted via commercial credit card? X Yes _____ No
1. If yes, can commercial payment(s) be made online? _____ Yes X No
2. Will a third party be processing the commercial credit card payment(s)? ___ Yes X No
3. If yes, indicate the flat fee per transaction $ 0 (as allowable, per Section 5.2.E of Visa Operating Regulations).
4. If "no" to above, will consideration be given to accept the card? ____ Yes ____ No

F. Does your firm have a City of Tucson Business License? X Yes _____ No
If yes, please provide a copy of your City of Tucson Business license

III. TERM AND RENEWAL

The term of this agreement shall commence upon award and shall remain in effect for a period of (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

IV. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona.

Each party must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure Contractor's obligation regarding payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.

V. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

VI. INSURANCE

The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability: Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*†	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Professional Liability – Technology Errors & Omissions - In addition to I, II, III	
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

*1 Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

VII. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

VIII. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

IX. STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **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) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

    Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract

shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

30. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's bid shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as

if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

    The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

    In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

    In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

    In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

    The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

    In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

    The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

    Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

This Agreement represents the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CITY OF TUCSON:

Nathan Daon
as Director of Procurement
and Not Personally

8-28-2017
Date

Cheryl Avila
City Representative

(520) 837-2351
Telephone

CONTRACTOR:

BY: Paul J Carroll
Authorized Signature

FOR: Mountain States Pipe & Supply Co
Name of Company

111 W Las Vegas Street
Address

Colorado Springs, CO 80903
City/State/Zip

800-777-7173 / 719-634-5551
Telephone / Fax

paulc@msps.com
E-MAIL

City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

US METERING AND TECHNOLOGY
MOUNTAIN STATES PIPE & SUPPLY
PO BOX 698
COLORADO SPRINGS CO 80901-0698

License Number: 0184870

Type: All Other Specialty Trade Con

Issue Date: December 23, 2016

Expiration Date: December 31, 2017

Owner:
MOUNTAIN STATES PIPE & SUPPLY CO

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA
FINANCE DEPARTMENT
REVENUE DIVISION - LICENSE
Expiration Date: December 31, 2017

Non-Transferable

0184870

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: US METERING AND TECHNOLOGY

Located At: 9299 W OLIVE AV #810, PEORIA, AZ 85345

Effective: January 01, 2017

Please refer to license number in all correspondence.

By _____
CFO/Assistant City Manager

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sandy Corder, Revenue Director
Co-Submitter:	Sharon Gonzales, Billing/Collection Manager
Co-Submitter:	Rick Tadder
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Approval of Municipal Services Accounts, Miscellaneous Account Receivable, and Insufficient Funds Write-offs: Delinquency and Uncollectible Accounts for FY 2019.

STAFF RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectible Municipal Services accounts (water/solid waste utility services), Miscellaneous Account Receivables (variety of fees, lease revenue, retiree insurance), and Insufficient Funds (returned checks) in the combined amount of $91,161.74.

Executive Summary:

Council is requested to approve the write-offs of $91,161.74 in accounts receivable deemed to be uncollectible for the fiscal year ending June 30, 2019.

Generally accepted business practices allow for the write-off of uncollectible accounts annually. City staff has exhausted collection efforts on the eligible accounts and will no longer actively collect them. Where possible, City reports amounts due to a credit reporting agency.

As a result, debt that has previously been written off is occasionally paid sometime later to clear a customer's outstanding debt. Pursuant to state law, individual utility account information is not subject to public release.

Financial Impact:

Each year, the City reserves funds, anticipating there will be uncollectible Municipal Services accounts and Miscellaneous Account Receivables. At the end of each fiscal year, reserves are computed to project potential write-offs for the upcoming year. These are based on a calculation utilizing aged accounts, current year write-offs, as well as consideration of anomalies and anticipated changes in procedures impacting collections.

In FY 2018, the amount reserved for Municipal Services uncollectible accounts was $128,000, with $54,000 for Miscellaneous Accounts Receivable. This recommendation of $86,460.80 and $2,581.37 respectively reflect 67.55% and 4.78% of the reserved amounts.

In addition, there is $2,119.57 uncollectable from Insufficient Funds (returned checks) related to payments made primarily to the library and landfill accounts. No reserve is set aside for Insufficient Funds.

Policy Impact:

None.

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

Team Flagstaff Strategic Plan - 2018:
Strategic priority #3: Foster a resilient and economically prosperous city
Enhance the organization's fiscal stability and resourcefulness.
Deliver outstanding services through a healthy environment, resources and infrastructure.
Continue to enhance community outreach and engagement.

Previous Council Decision on This:

None.

Options and Alternatives:

1. Authorize the write-off of uncollectible Municipal Services, Miscellaneous Accounts Receivable, and Insufficient Funds.
2. Do not authorize the write-off of uncollectible Municipal Services, Miscellaneous Accounts Receivable, and Insufficient Funds and continue collection efforts.

Background/History:

Before any account is eligible for write off, staff must initiate collection efforts on each account after it becomes delinquent. When collection efforts are exhausted, the account is eligible for a write-off. If possible, any amounts due are applied to the customer's credit. If placed on the customer's credit, the amount owed remains active for 7 years after the delinquency date.

Application against the credit of the debtor may lead to the recovery of some of the delinquent amounts in the future. This often occurs when customers apply for credit via other avenues (i.e., mortgages, car loans, apartment rentals, etc.).

Total Municipal Services billings for FY 2019 are estimated at $36.4 million and Miscellaneous Accounts Receivables billings at $16.1 million. Write-offs are $86,460.80 or 0.24% of total revenue estimate for Municipal Services and $2,581.37 or 0.02% of total revenue for Miscellaneous Accounts Receivables. We anticipate both will be lower next fiscal year due to improved payment processing and collection efforts.

When customers do not pay a past-due bill and do not respond to collection efforts, the City recoups a higher percentage of the delinquent amount by applying the higher deposit to the outstanding balance. Additionally, the higher deposit typically covers the amount due on final bills, reducing write-offs from customers who have moved and have not provided an accurate forwarding address. The other significant change relates to improved teamwork and timeliness of City collection efforts. Customer accounts are being disconnected prior to large unpaid balances accumulating. Customers are being contacted after their accounts are closed and before postal delivery forwarding orders have expired. At that time customers are being notified of the City's intent to report their accounts to a credit reporting agency if the final bills are not paid. To further improve the collection processes, we have begun sending out delinquency postcards and contacting customers via the customer's preferred method of choice, be it

phone or email.

Municipal Services Account Write-Offs:
(5 Year History)

Write Off Year	Total Write-Off	Annual Amount Billed	% of Amt Billed
FY19	$ 86,460.80	$36,450,000	0.24%
FY18	$117,902.90	$34,327,000	0.34%
FY17	$ 67,974.66	$33,006,000	0.21%
FY16	$ 89,421.85	$35,400,000	0.25%
FY15	$188,767.04	$33,800,000	0.56%

Other Municipal Services Write-Off:
Breakdown Information

Write Off Year	Total # of Accounts	# of Accounts Greater than $1,000	# of Accounts Between $500-$1,000	# of Accounts Less than $500
FY19	395	13	37	345
FY18	493	18	38	437
FY17	385	4	19	362
FY16	380	7	21	352
FY15	525	35	77	413

Miscellaneous Accounts Receivable Write-Offs:
(5 Year History)

Write Off Year	Total Write-Off	Annual Amount Billed	% of Amt Billed
FY19	$ 2,581.37	$16,102,000	0.02%
FY18	$ 38,212.57	$15,156,000	0.25%
FY17	$ 8,234.68	$ 9,055,000	0.09%
FY16	$ 31,095.45	$ 5,488,000	0.57%
FY15	$ 2,125.86	$ 8,000,000	0.03%

Miscellaneous Accounts Receivables Write-Off:
Breakdown Information

Write Off Year	Total # of Accounts	# of Accounts Greater than $1,000	# of Accounts Between $500-$1,000	# of Accounts Less than $500
FY19	7	0	2	5
FY18	27	8	2	17
FY17	25	6	2	17
FY16	14	2	4	8
FY15	19	3	2	14

Key Considerations:

Staff worked the write-off accounts by using billing statements, postcards, letters, and telephone calls. When customers fail to make payments, they may be denied access to future City services. If a customer opens a new account, the previous balance is transferred to the new account. If there is no new account and when possible, the amount owed is reported to a credit agency.

Expanded Financial Considerations:

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

Community Benefits and Considerations:

The community will continue to benefit as overall debt is reduced and collection efforts are improved.

Community Involvement:

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

Expanded Options and Alternatives:

None.

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Randall Groth, Project Manager
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Approval of Cooperative Purchase Contract: Consultant Services Contract for the Fourth Street Reconstruction Design Project

STAFF RECOMMENDED ACTION:

1. Award a Consultant Services Contract to AECOM Technical Services, Inc. of Phoenix, AZ under a Cooperative Purchase Contract with the State of Arizona in an amount not to exceed $176,966.00 with a contract duration of 190 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

AECOM Technical Services, Inc. (AECOM) will prepare public improvement plans and specifications for the proposed improvements on Fourth Street from approximately Soliere Avenue to approximately Sparrow Avenue. The general project design scope includes a new pavement cross section, traffic signals, street lights, water mains, fire hydrants, FUTS, sidewalk, and turn lanes.

AECOM was selected through the current State of Arizona Purchasing Cooperative Agreement AD OT18207062 of which the City of Flagstaff is a member pursuant to ARS 41-2631 and Article 10 - Arizona Procurement Code and the Arizona Administrative Code R2-7-1001.

Financial Impact:

The design work is funded by Transportation Tax revenues (Acct. 040-05-112-3353-6) with an FY 19 authorized budget of $10,000 and an FY 20 budget request of $540,000. The design contract amount is within the budget request.

Policy Impact:

None.

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

Council Goal – (2017 – 2019) Transportation and Other Public Infrastructure
Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Regional Plan – Policy WR 2.2
Maintain and develop facilities to provide reliable, safe and cost-effective water, wastewater, and reclaimed water services.

Team Flagstaff Strategic Plan – Priority 3
Deliver outstanding services through a healthy environment, resources, and infrastructure.

Has There Been Previous Council Decision on This:

The Council approved and adopted the FY 19 budget and the FY 20 proposed budget is under consideration.

Options and Alternatives:

1. Authorize the Consultant Services Contract to AECOM as presented; or
2. Reject approval of the award and provide additional direction to staff. This option would delay the design and construction of the project.
    1. If rejection occurs, possible options may include;
        a. Initiate the City process for solicitation of Request for Statements of Qualifications.
            1. This option would add 5 to 6 months duration to the design firm selection process.
            2. Construction could be delayed by a calendar year
        b. Suspend the project

Background/History:

ADOT and the City are currently in the design phase with AECOM for replacement of the Fourth Street bridges over I-40. The new bridges will provide dual travel lanes in each direction plus edge improvements including sidewalk and a FUTS trail. The City's Fourth Street Reconstruction project will tie into the bridge improvements and upgrade the current cross-section to dual travel lanes in each direction, a center turn lane and northbound right turn lanes onto Soliere Avenue and Sparrow Avenue from Fourth Street.

Water main upgrades will:

1. Build a segment of 8" water main, completing the missing loop connection and
2. Construct a segment of 12" water main as the first step in the needed upsizing to serve several properties in the vicinity of the Canyon del Rio development.
    a. Building the Fourth Street segment of the water main will preempt the need to open a future trench in the new Fourth Street improvements and will eliminate another disruption to the public in this location.
    b. The project account will be reimbursed from development contributions.

Key Considerations:

Selection of AECOM through the State of Arizona Purchasing Cooperative Agreement provides multiple advantages to the City and the community.

1. The state has vetted AECOM's qualifications and the fee structure has been established.
2. AECOM is the design firm preparing the construction plans and specifications for the replacement of the Fourth Street bridges over I-40.
3. The design of the bridge project can directly link to the City's Fourth Street Reconstruction project as AECOM has relevant base information, survey data, geotechnical investigation results, adjacent design data (plan & profile) and utility information that is beneficial to the Fourth Street Reconstruction project.
4. Continuity of using the same design firm benefits adherence to a tight schedule.
5. Both projects can be built, in part, concurrently with the intent of limiting community disruption to a single construction season. Some construction activities may need to continue into the next construction season *e.g.* permanent lane striping or work behind the back of curb.

Expanded Financial Considerations:

N/A

Community Benefits and Considerations:

Upon completion, Fourth Street will have dual travel lanes, bike lanes and edge improvements from Rte. 66 to approximately E. Trickling Springs Trail (Forest Springs Townhomes). The work will improve traffic flow, enhance bicycle and pedestrian features and address various congestion issues.

The water main connection will provide loop connectivity to our water distribution system ensuring the integrity of the City's drinking water system.

Expanded Options and Alternatives:

1. Authorize the Consultant Services Contract to AECOM as presented; or
2. Reject approval of the award and provide additional direction to staff. This option would delay design and construction of the project.
    a. If rejection occurs, possible options may include;
        i. Initiate the City process for solicitation of Request for Statements of Qualifications.
            1. This option would add 5 to 6 months duration to the design firm selection process.
            2. Construction could be delayed by a calendar year
        ii. Suspend the project

Attachments:

Consultant Services Contract
Exhibit B - AECOM Proposal
Exhibit B - State Contract
Context Map
Vicinity Map
4th Street Bridge Update Presentation

COOPERATIVE PURCHASE CONTRACT
Contract No. 2019-125

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and AECOM Technical Services, Inc. ("Contractor").

RECITALS:

A. Contractor has a State Government Purchasing Cooperative Contract AD OT18-207062 with AECOM Technical Services, Inc. Cooperative Purchasing to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

Fourth Street Reconstruction Design

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided shall be **one hundred seventy-six thousand nine hundred sixty-six dollars and zero cents ($176,966.00)** made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

AECOM TECHNICAL SERVICES, INC.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: "Per Purchase Order" and "Scope of Work"

Specifications: "Per Purchase Order" and "Scope of Work"

Schedule of performance: "Per Purchase Order"

Delivery location "Per Purchase Order" and "Scope of Work"

Notices: All notices to City shall be sent to:

Patrick Brown
Purchasing Manager
Purchasing Department
211 W. Aspen Ave.
Flagstaff, Arizona 86001
(928) 213-2277
pbrown@flagstaffaz.gov

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

- Contract Number: ADSPO18-207062
- Contract current through 07/31/2023

AECOM
2325 East Camelback Road
Suite 200
Phoenix, Arizona 85016
www.aecom.com

602 337 2700 tel
602 337 2620 fax

April 24, 2019

Randall E. Groth, RLA
City of Flagstaff
Senior Project Manager
Capital Improvement Program
211 W. Aspen Avenue
Flagstaff, AZ 86001

RE: Cost Proposal
Fourth Street Reconstruction Improvement Project – Final Design Services
City of Flagstaff Project Number: ST 33523 / 03-19002

Dear Mr. Groth:

Enclosed for your review and approval is AECOM's Scope of Work and Cost Proposal for the above referenced project.

We appreciate the opportunity to provide these services to ADOT for this important project. If you have any questions concerning the cost proposal please give me a call at 602-648-2440

Sincerely,
AECOM Technical Services, Inc.

Robert Ringwald, PE, SE
AECOM Project Manager

Attachments:
Scope of Work
Diravation of Fee Proposal

Fourth Street Reconstruction Improvement Project
City of Flagstaff Project No. ST 3353 / 03-19002
AECOM Scope of Work

Basis of Design

The general project scope will construct new pavement with associated edge improvements (sidewalk, parkway, curb and gutter), striping, streetlight system, traffic signals, signing, water mains, sewer line stub, separated Flagstaff Urban Trail route connection and storm water system.

Design will be based upon the current iteration of the City of Flagstaff Engineering Standards, MAG Specifications & Details, applicable AASHTO requirements, City of Flagstaff General Provisions and/or standards and specifications as deemed necessary by the Consultant.

Environmental services are not included in this scope of work.

Survey

The Consultant will research and re-establish GPS RTK survey control based on NGS/COF control points (10 points to be located). The Consultant will set approximately 3 traverse points in the vicinity of the project. For the vertical control on said traverse points, the Consultant will use differential leveling method of vertical control establishment for increased vertical accuracy. The start and the end of the level loop would be at City of Flagstaff Bench Mark "1823410". The Consultant will conduct fill-in surveys in the project vicinity using terrestrial surveying method (using Total Station).

Drainage

AECOM will provide the design of drainage. It is anticipated the drainage will be collected in drainage ditches along the west side of the roadway and culvert located on north of Soliere Avenue into basin on the northeast side of 4th Street and Soliere Avenue. The Consultant will prepare a Draft and Final Drainage Memorandum.

Right-of-Way (ROW)

Additional ROW is not anticipated. If additional ROW is needed. AECOM will show the approximate limits on the roadway plans. ROW acquisition is not included in this scope.

Traffic Data & Analysis

Traffic counts and traffic analyses are not included in this scope of work.

Geotechnical

The asphalt pavement structural section will be design by Ethos Engineering per their scope and fee proposal.

Signing and Pavement Marking

The Consultant will prepare signing and pavement marking plans which will include the removal and replacement of all signs.

Signals & Lighting

The Consultant will prepare signal plans for the two intersections. It is assumed that new poles, mast arms, signal heads, controllers, detection, etc. will be installed at Soliere Avenue and only 1 quadrant will require modification at Sparrow Avenue. The storage lengths and signal head types will be provided by the City of Flagstaff as this scope of work does not include any traffic analysis to determine storage lengths or signal phasing.

The Consultant will prepare lighting plans based on the City of Flagstaff Engineering Standards and APS Electric Service Requirements Manual. A lighting analysis is not included in this scope of work. The lighting plans will include two 4" conduits (for future ITS use) along with pull boxes and tracer wires.

Roadway

The Consultant will establish the 4th Street centerline based on as-builts and/or a best fit centerline based on survey data. The typical roadway section will include the following (east to west):

- Bench at back of walk to property line
- 6' sidewalk
- 5' parkway
- 2' curb & gutter
- 4.5' bike lane
- 2 – 12' travel lanes
- 12' raised median w/ left turn lanes onto Soliere Avenue and Sparrow Avenue
- 2 – 12' travel lanes
- 4.5' bike lane
- 2' curb & gutter
- 5' parkway
- 10' concrete FUTS (replaces the asphalt FUTS)
- Bench at back of FUTS to property line

The Consultant will include access to the parcel to the west (to the City right-of-way line) in the design for the Soliere Avenue intersection (plans for access to be provided by City of Flagstaff). The Consultant will design improvements to the Sparrow Avenue intersection to facilitate two through lanes in each direction. The improvements will also include northbound to eastbound right-turn lanes at Sparrow Avenue and at Soliere Avenue. Storage lengths for these turn lanes will be provided by the City. No other driveways, access points, or intersection improvements will be included in the design.

The Consultant will inventory the existing ADA features and coordinate with the City to determine which are ADA compliant or non-compliant. Any ADA features within the project limits determined to not meet ADA requirements will be included in the plans for replacement.

No bus pull-outs will be provided. The existing facilities at the existing bus stops will be salvaged and placed on new pads.

The following assumptions are the basis of the cost proposal:

- All existing pavement along 4th Street will be removed and replaced with new AC pavement
- The pavement design for the adjacent ADOT/City of Flagstaff 4th Street Bridge Project and ADOT specification will be used for this project.
- The roadway profile will match existing
- The improvements along Soliere Avenue and Sparrow Avenue will end at the radius returns

Utility Coordination

The Consultant will coordinate with private utility companies and City of Flagstaff to collect as-builts and facility maps. The Consultant will contact Blue Stake to field mark the existing utilities. The Consultant will pothole utilities to verify locations and depths for utilities that are conflict with the improvements. It is assumed that 20 potholes will be required.

The Consultant will coordinate with the private utility companies to identify conflicts and to review relocation plans developed by the private utility companies. The Consultant will attend up to 4 utility coordination meetings in Flagstaff. Other meetings will be conducted via WebEx, if needed.

The Consultant will coordinate with the City of Flagstaff to identify utility contacts and will send utility letters to each private utility company. The Consultant will request written feedback from each utility company to verify conflicts and relocation schedules. It is assumed that all existing utilities will be responsible for the funding and construction of their relocations and this scope of work does not include research related to prior rights.

Existing utilities and relocations (design by private utility companies) will be shown on the roadway plan sheets. Utility locating services will be provide per AECOM's subconsultant CobbFendley per their scope of work.

Water and Sewer Design

The consultant will develop waterline plans to connect the existing 8" waterline in 4th Street. The proposed line will connect the line that ends north of Sparrow Avenue to the line that end at the intersection of 4th Street and Soliere Avenue.

The consultant will also develop waterline plans for a 12" water main that connects to the existing 12" waterline south of Sparrow Avenue and follows the alignment designed by Turner Engineering to Soliere Avenue. The waterline will turn and follow Soliere Avenue. This project will end the 12" waterline just past the paving limits for connection to future project. The City will provide the Consultant with the

CADD files and the Consultant will follow the horizontal alignment. The vertical alignment will be adjusted as required.

The Consultant will design a stub out from the existing sewer manhole in the intersection of 4th Street and Soliere Avenue. The stub out will extend to the existing R/W to allow for a future connection.

Cost Estimates

The Consultant will prepare a cost estimate for each submittal based on MAG and/or City bid items and specifications.

Plan Preparation

- English units
- Design and plans will be drafted in MicroStation
- 24" x 36" full-size sheets
- Plan sheet scale: 1" = 20' (full-size)
- Plans, specifications, and estimate will be submitted at 60% review, 90% review, 100% review, and Final (sealed)
- All submittals will be electronic (PDF) including final sealed plans
- Plan set will include:
    - Cover sheet
    - Typical sections
    - Survey control
    - Geometric data
    - Roadway Plan sheets
    - Roadway Profile Sheets (PGL for 4th Street and outside curb lines)
    - Drainage plans and profiles
    - Water line plan (sewer stub out to R/W will be shown on water line plans)
    - Water line profile sheet
    - Signing and pavement marking plan sheets
    - Signal sheets
    - Lighting sheets

Management

A maximum of three staff will attend a project kickoff and field review meeting and one additional meeting in Flagstaff. A maximum of six AECOM staff will attend a maximum of six progress meetings via WebEx.

AECOM will provide administration services including project coordination, contract administration, project scheduling, progress reports and monthly project reviews.

AECOM will provide QA reviews of 60%, 90% and 100% submittals.

AECOM will provide support for bid phase. Post design services is not included in this scope of work.

Information to be provided by City of Flagstaff

- As-built plans
- Survey control information
- ROW legal descriptions
- ADOT FUTS plans
- CAD files of the 30% iteration of the new 12" water main by Turner Engineering, Inc. (horizontal location is fixed, vertical may be amended)
- Flagstaff Tiny House Village Site Plan by Mogollon Engineering, Inc. (shows 2 water stub out and 1 sewer stub out locations & driveway - to the property line)
- Right turn technique from Boulder, CO

Deliverables

AECOM will provide 60%, 90% and 100% (PSE) submittals. Project plans will be in MicroStation format. Submittal will be provided in PDF format. The City of Flagstaff will provide comments at designated time frame of submittal in a comment resolution form.

COST PROPOSAL
Fourth Street Reconstruction Improvement Project

Firm Name: AECOM Technical Services, Inc.
City of Flagstaff Project No.: ST 3353 / 03-19002 New Contract: _____

Final Design Services
Compensation: Lump Sum

DIRECT LABOR RATES

Classification	Contract Rate	Quantity	Total
Project Principal	$ 100.00	3.0	$ 300.00
Project Manager-Sr.	$ 86.54	93.0	$ 8,048.22
Project Engineer-Sr.	$ 71.38	97.0	$ 6,923.86
Project Engineer	$ 60.11	237.0	$ 14,246.07
Engineer	$ 43.63	263.0	$ 11,474.69
Designer - Sr.	$ 40.58	0.0	$ -
Designer	$ 33.61	60.0	$ 2,016.60
CADD Technician	$ 37.38	292.0	$ 10,914.96
Project Administrative	$ 34.90	38.0	$ 1,326.20
Registered Land Surveyor - Sr.	$ 50.88	31.0	$ 1,577.28
Survey Technician	$ 39.06	0.0	$ -
Survey Party Chief	$ 28.98	31.0	$ 898.38
	Sub Total	**1145.0**	**$ 57,726.26**

Overhead (Negotiated)(CT PAO 18.13): 136.85% **$ 78,998.39**

Fixed Fee: 10% **$ 13,672.47**

Other Direct Expenses:

				Quantity	Total
Mileage (personal vehicle only)		$0.445	per mile	1,224	$ 544.68
Copies & Plotting	8x11 B&W	$0.035	each	600	$ 21.00
	8x11 COLOR	$0.370	each	200	$ 74.00
	11x17 B&W	$0.060	each	400	$ 24.00
Subsistence (Meals)					$ 540.00
Subsistence (Lodging)					$ 440.00
				Sub Total	**$ 1,643.68**

Sub Consultant Fees:

CobbFendley (Subsurface Utility Engineering Services)	$20,982.60	$ 20,982.60
Ethos Engineering, LLC (DBE)	$3,942.35	$ 3,942.35
	Sub Total	**$ 24,924.95**

TOTAL LUMP SUM $ 176,966

Signature Date 04/24/2019

Robert Ringwald
AECOM Associate Vice President

LABOR HOURS
Fourth Street Reconstruction Improvement Project

Firm Name: AECOM Technical Services, Inc.
City of Flagstaff Project No.: ST 3353 / 03-19002

MANHOUR ESTIMATE - Management & Meetings

SCOPE ITEM DESCRIPTION	Estimate of Labor Hours								
	No. Sheets	Hrs/Sheet	Total Hours	Proj. Princ.	Project Manager-Sr.	Project Engineer-Sr.	Proj. Eng.	Desig.	Proj. Admin.
Information Collection/Field Review/Meetings									
Project Kickoff and Field Review Meeting - Flagstaff (3 staff)			26		8	8	8		2
Meeting - Flagstaff (3 staff)			26		8	8	8		2
Progress Meetings - WebEx From AECOM office (6 meetings, 5 staff)			42		12	6	12	6	6
Administration									
Project Coordination			12		4	4	4		
Contract Administration			14		4				10
Project Schedule			8		4	4			
Progress Reports 6)			6		3				3
AECOM Monthly Project Reviews			6	3	3				
AECOM QMS (3 submittals)			0						
60%			9		3	6			
90%			9		3	6			
100%			9		3	6			
Bid Support			20		10	10			
SUBTOTAL - FINAL DESIGN (MANAGEMENT & MEETINGS)			**187**	**3**	**65**	**58**	**32**	**6**	**23**

LABOR HOURS
Fourth Street Reconstruction Improvement Project

Firm Name: AECOM Technical Services, Inc.
City of Flagstaff Project No.: ST 3353 / 03-19002

MANHOUR ESTIMATE - Roadway

	Estimate of Labor Hours								
SCOPE ITEM DESCRIPTION	**No. Sheets**	**Hrs/Sheet**	**Total Hours**	**Project Manager-Sr.**	**Project Engineer-Sr.**	**Proj. Eng.**	**Eng.**	**CADD Tech.**	**Proj. Admin.**
Cover Sheet	1	7	7.0			1	2	4	
Design Data Sheet (Index of Sheets, Design Info, Legend, General Notes)	1	16	16.0		1	4	3	8	
Design Data Sheet (Earthwork Quants, Factors, General Notes)	1	20	20.0		1	5	6	8	
Typical Sections (Pavement Structural Sections)	1	16	16.0	1		2	5	8	
Typical Sections (Roadway Typicals, Slope Tables, End Conditions)	1	16	16.0	1		2	5	8	
Roadway Detail Sheet	1	18	18.0	2		6	0	10	
Geometric Data & Plan Sheets (Benchmarks included on Sheets)	1	21	21.0	1		4	6	10	
Staking Plan Sheets	1	25	25.0	1	2	6	6	10	
Roadway Plan Sheets	2	27	54.0	2	4	12	16	20	
Profile & Superelevation Diagram Sheets	2	18	35.0		2	3	8	22	
Roadway Cross Sections at 50' Interval (Assumed 3 sections per sheet)	6	4	25.0		1	4	12	8	
Quantities/Cost Estimates - Roadway			24.0	2	2	8	8	4	
Item Special Provisions - Roadway			28.0	2	2	8	8		8
QA/QC - Roadway			24.0		24				
SUBTOTAL - FINAL DESIGN (ROADWAY)	**18**		**329.0**	**12**	**39**	**65**	**85**	**120**	**8**

LABOR HOURS
Fourth Street Reconstruction Improvement Project

Firm Name: AECOM Technical Services, Inc.
City of Flagstaff Project No.: ST 3353 / 03-19002

MANHOUR ESTIMATE - Traffic

	Estimate of Labor Hours								
SCOPE ITEM DESCRIPTION	**No. Sheets**	**Hrs/Sheet**	**Total Hours**	**Project Manager-Sr.**	**Proj. Eng.**	**Eng.**	**Desig.**	**CADD Tech.**	**Proj. Admin.**
Pavement Marking & Signing									
General notes sheet	1	12	12	1		1	4	6	
Quantity sheet	1	27	27	1	2	4	8	12	
Signing & Pavement Marking Plan Sheets (40 Scale Full Size)	1	24	24		2	4	8	10	
Sign Format Sheet	1	20	20			2	6	12	
Signing & PM Special Provisions			6		6				
Traffic Signal and Lighting									
General notes sheet	1	12	12	1		1	4	6	
Quantity sheet	1	27	27	1	2	4	8	12	
Signal and Lighting Plans	2	21	42	2	4	8	16	12	
SUBTOTAL -FINAL DESIGN (TRAFFIC)	**8**		**170**	**6**	**16**	**24**	**54**	**70**	**0**

LABOR HOURS
Fourth Street Reconstruction Improvement Project

Firm Name: AECOM Technical Services, Inc.
City of Flagstaff Project No.: ST 3353 / 03-19002

MANHOUR ESTIMATE - Drainage

	Estimate of Labor Hours								
SCOPE ITEM DESCRIPTION	**No. Sheets**	**Hrs/Sheet**	**Total Hours**	**Project Manager-Sr.**	**Proj. Eng.**	**Eng.**	**Desig.**	**CADD Tech.**	**Proj. Admin.**
Research and Data Collection			8.0		8				
Onsite Hydrology (60/90%)			4.0		1	3			
Offsite & Onsite Drainage Layout (60/90%)			4.0		4				
Offsite & Onsite Drainage Hydraulics (60/90%)			5.0		1	4			
Coordination of Drainage on Roadway Plans (60/90/100%)			9.0		3	3		3	
Culvert Plan & Profile Sheet (60/90/100%)	1	9	9.0		3	3		3	
Channel/Dvwy Culvert Profile (60/90/100%)	1	9	9.0		3	3		3	
Detail Sheets (60/90/100%)	3	6	18.0		4	8		6	
Initial Drainage Memo (60%)			14.0	2	4	4		2	2
Final Drainage Memo (90%)			8.0	1	3	2		1	1
Miscellaneous Meetings/Web-x Sessions w/ COF			8.0	4	4				
SUBTOTAL - FINAL DESIGN (DRAINAGE)	**5**		**96.0**	**7**	**38**	**30**	**0**	**18**	**3.0**

LABOR HOURS
Fourth Street Reconstruction Improvement Project

Firm Name: AECOM Technical Services, Inc.
City of Flagstaff Project No.: ST 3353 / 03-19002

MANHOUR ESTIMATE - Survey

	Estimate of Labor Hours								
SCOPE ITEM DESCRIPTION	**No. Sheets**	**Hrs/Sheet**	**Total Hours**	**Project Manager-Sr.**	**Registered Land Surveyor -**	**Survey Technician**	**Survey Party Chief**	**CADD Tech.**	**Proj. Admin.**
Establishment of horizontal (NAD1983 Ground) & Vertical (NAVD1988) survey control									
Research			4.0		2		2		
Establishment of GPS RTK survey control netowork based on NGS/COF survey control points (10 points to be located)			8.0		4		4		
Set approximately 3 Traverse Points in the vicinity of 4th Street bridges.3 with horizontal survey control establishment.			4.0		2		2		
Vertical control establishement on previously set 3 traverse points using differential leveling method (from COF bench mark "1823410")			8.0		4		4		
Travel Time									
Travel from Pheonix to Flagstaff			5.0		2.5		2.5		
Travel from Flagstaff to Phoenix			5.0		2.5		2.5		
Ground Survey at tie-in locations									
Locations of various features, cross sections, utilities, drainage structures, etc			20.0		10		10		
Data processing and survey coordinates report preparation			8.0		4		4		
SUBTOTAL - FINAL DESIGN (Survey)	**0**		**62.0**	**0**	**31**	**0**	**31**	**0**	**0**

LABOR HOURS
Fourth Street Reconstruction Improvement Project

Firm Name: AECOM Technical Services, Inc.
City of Flagstaff Project No.: ST 3353 / 03-19002

MANHOUR ESTIMATE - Utilities

	Estimate of Labor Hours									
SCOPE ITEM DESCRIPTION	**No. Sheets**	**Hrs/Sheet**	**Total Hours**	**Proj. Princ.**	**Project Manager-Sr.**	**Proj. Eng.**	**Eng.**	**Desig.**	**CADD Tech.**	**Proj. Admin.**
Field review of blue staking			16			8	8			
Request and obtain utility information from utility companies			40			16	24			
Utiltiy Coordination Meetings (4)			44			16	24			4
Utility Basefile (Utilities will be shown on Roadway Sheets)			32			8	12		12	
Submit plans to utiity companies and obtain clearance letters			40			8	20		12	
8" Water line sheet (includes sewer stub out)	1	37	37		1	8	12		16	
12" Water line sheet	1	31	31		1	6	8		16	
Water line notes sheet	1	24	24			2	8		14	
Water line detail sheet	1	28	28			6	8		14	
Pot Hole Request					1	8				
SUBTOTAL - FINAL DESIGN (UTILITIES)	**4**		**292**	**0**	**3**	**86**	**124**	**0**	**84**	**4**

DIRECT EXPENSES

Fourth Street Reconstruction Improvement Project

Firm Name: AECOM Technical Services, Inc.
City of Flagstaff Project No.: ST 3353 / 03-19002

DERIVATION OF EXPENSES - PHASE I

MILEAGE (PERSONAL VEHICLE) - Progress Meetings

	Est. Miles	Trips	Vehicles	Total Miles
Mileage Mtgs in Flagstaff				
Project Kickoff and Field Review Meeting	306	1	1	306
One Meeting	306	1	1	306
Survey	306	2	1	612
				1224

TOTAL MILEAGE COST @ $0.445/MILE:	**$544.68**	
	Total Miles	1,224

COPYING AND PLOTTING

8.5" X 11" B&W:	
Total Sheets (8.5X11)	600
@ $0.035/sht	$21.00
SUBTOTAL FOR 8.5" x 11" COPYING:	**$21.00**
8.5" X 11" COLOR:	
Handouts/Printing	200
@ $0.370/sht	$74.00
SUBTOTAL FOR 8.5" x 11" COLOR COPYING:	**$74.00**
11" x 17" B&W:	
Total Sheets (11X17)	400
@ $0.060/sht	$24.00
SUBTOTAL FOR 11" x 17" COPYING:	**$24.00**

SUBSISTENCE (MEALS)

Field Review/Site Mtgs Mtgs	Est. of Number	Cost/ Unit	Staff Number	Total Cost
Project Kickoff and Field Review Meeting	1	$54.00	3	$162.00
One Meeting	1	$54.00	3	$162.00
Survey	2	$54.00	2	$216.00

TOTAL SUBSISTENCE (MEALS)	**$540.00**

SUBSISTENCE (LODGING)

Field Review/Site Mtgs and Flagstaff Mtgs	Est. of Number	Cost/ Unit	Staff Number	Total Cost
Survey (2 night)	2	$110.00	2	$440.00

TOTAL SUBSISTENCE (LODGING)	**$440.00**

April 23, 2019

AECOM Technical Services, Inc.
7720 North 16th Street, Suite 100
Phoenix, Arizona 85020

Attn: Rob Ringwald, PE, SE

RE: Proposal for Geotechnical Investigation
4th Street Widening – East Soliere Avenue to Sparrow Avenue
Coconino County, Arizona

Dear Rob:

As requested, Ethos Engineering, LLC (Ethos) is pleased to present this scope of work, work-hour estimate, and fee proposal for professional geotechnical engineering services for the referenced project to the AECOM Technical Services, Inc. (AECOM) design team. This work will be performed in addition to our Arizona Department of Transportation (ADOT) I-40/4th Street project. We anticipate performing the field work discussed herein in conjunction with that project.

1.0 Purpose

An ADOT design project is currently underway to replace the existing I-40/4th Street bridge. As part of that project, the 4th Street bridge approach pavements will be replaced including the majority of pavement north of East Soliere Avenue. The City of Flagstaff (COF) plans to extend the pavement improvements south to just south of Sparrow Avenue.

The purpose of our geotechnical engineering services will be to evaluate the physical properties of the subsurface soil, bedrock and groundwater conditions to establish geotechnical engineering criteria for the final design and construction of improvements planned along 4th Street.

The contracting method for this work is lump sum. We will utilize a qualified lab and drilling subcontractor to complete this work.

2.0 Geotechnical Scope of Services

We intend to utilize geotechnical information collected as part of the ADOT project and combine that with additional subsurface information gathered from this project.

Ethos will perform the geotechnical investigation with support to be provided by qualified subconsultants. The following describes the geotechnical scope of work planned and assumptions to form the basis of our proposal.

2.1 Project Initiation

Ethos will prepare a Geotechnical Field Investigation Plan (FIP) showing our intended boring location. We will coordinate the drilling and traffic control subcontractors to schedule the field work. We have assumed Ethos will initially stake the boring location. After the boring location is staked, we will coordinate with Arizona 811 to locate public underground utilities that may be present on the site. It appears that the City of Flagstaff owns the land within the project limits and it is assumed that a no-cost right-of-way permit will be obtained from the City of Flagstaff.

2.2 Geotechnical Field Investigation

Ethos will supervise the drilling exploration for the pavement elements to evaluate the subsurface soil conditions at the site. Ethos will subcontract a drill rig and crew, and traffic control for the field exploration. We have assumed the test location will be accessible to a truck-mounted drill-rig and pickup trucks. An Ethos field engineer will oversee the drilling operations and log the test boring.

We plan on using shoulder work signage for the shoulder closure needed to perform this work. The test drilling will be completed in the shoulder, off from existing pavement. We will submit a traffic control plan for the planned traffic control setup.

One boring will be drilled to a depth of 5 feet or practical auger refusal on dense cobbles or bedrock. In soil, standard penetration test (SPT) samples, and bulk samples at selected depths will be obtained from the test borings to conduct laboratory testing. SPT sampling intervals will generally be at intervals of 2.5 feet or less. Soil samples will be obtained from the test boring in order to conduct laboratory testing.

2.3 Laboratory Testing

Laboratory testing of samples collected during the drilling exploration will be completed by Wood or IAS(1), as assigned by Ethos, to characterize physical properties of the materials forming the foundations or fill materials for the project. We estimate the laboratory testing in Table 2 will be performed as part of this project.

Table 2 – Summary of Proposed Lab Testing Program

Item/Description	Estimated Number
Grain Size Analysis (Total - Coarse and Fine) - ASTM C136 & C117	1
Atterberg Limits (Plasticity Index) - ASTM D4318	1
Expansion (swell, constant surcharge) – ASTM D4546	1
Moisture-Density (standard Proctor) – ASTM D698, Method A or B	1
pH and resistivity – AZ 236	1
Total Soluble Sulfates & Chlorides - AZ 733 & AZ 736	1(1)

2.4 Engineering Analysis & Geotechnical Report

Ethos will perform engineering analyses of the data obtained from the exploration and laboratory testing to develop geotechnical recommendations and prepare a draft and final geotechnical exploration report for the project. The report will be prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona.

Generally, the Geotechnical report will include the following data:

- Description of the area covered by the report and existing site conditions, including vicinity map.
- Description of the geology and topography of the area, including soil and rock types, and drainage characteristics and estimated depth to groundwater.
- A site plan showing intended boring location and a description of procedures and equipment used in the subsurface investigation program. Field investigations will include descriptions of the soil types, penetration test results, in situ test results.
- Results of laboratory tests and a description of test methods. Laboratory test results will include classification and engineering properties for all major soil and rock strata in the study area.
- A discussion of geological and geotechnical conditions and results with reference to specific locations on the Project.
- Recommendations for:
    - Pavements based on COF Design Guidelines.
    - Roadway embankments, including material types and suitability, foundation conditions and improvements, settlement impacts and remediation. Roadway excavations, including material types and suitability for use in embankments.
    - Temporary and permanent cut and fill slopes.
    - Evaluation of shrink/swell potential and the impact on pavements, where applicable.
    - Impacts of compressible, hydro-collapsible, and/or expansive soils, if present, and proposed mitigations.
    - Corrosion potential of soils on construction materials;
    - Construction considerations; and
    - Suitability of materials (borrow, aggregates, riprap, etc.) that can be obtained from project excavations.
- Reports will also include the following items in the appendix:
    - Plan view locations of field sampling/testing
    - Copies of the boring logs and field/laboratory test data used for the analysis and design.
    - Summary of laboratory testing results.

2.5 Project Meetings and Management

We do not intend to attend any meetings for this work.

3.0 Schedule

We will develop our FIP upon notice to proceed. Once approved by AECOM, we will forward to the COF as part of our ROW Use permit application. Once the permit is approved, we will clear underground utilities by coordinating with the Arizona 811. We anticipate starting to drill within 5 days after utility clearance within our work areas.

Test drilling, provided it is performed concurrent with our ADOT investigation, will take approximately 2 hours to complete. Should a separate mobilization be required, this work will take approximately 1 day to complete.

Wood will begin the laboratory testing as samples are obtained from the field exploration. We anticipate completing the laboratory testing approximately 2 weeks after the field exploration is completed. Geotechnical analyses will be performed and preparation of our geotechnical report will begin as the laboratory testing is being completed. We anticipate submitting our draft report for the design team and COF to review approximately 4 weeks after the completion of the laboratory testing. Final reports will be finalized within 2 weeks of receipt of comments.

4.0 Project Fees

The attached tables present the workhours, derivation of costs and mileage for the various tasks anticipated to complete geotechnical design services for the project. Also attached are quotes from our drilling, testing laboratories and traffic control provider.

The total project lump sum fee cost based on the workhour estimate, planned drilling, and laboratory testing is **$3,942.35.**

Assumptions / Exclusions:
The following assumptions/exclusions are summarized below:

- The test location will be readily accessible to a truck-mounted or track-mounted drill rig without the need for grading, earthwork or additional equipment.
- Dust control and SWPPP abatements to be provided by others.
- There are no private underground utilities within the right-of-way.
- Unrestricted daytime work hours.
- Delays due to inclement weather may occur and should be anticipated.

We appreciate the opportunity to submit this work scope and estimate of costs and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.

Sincerely,

ETHOS ENGINEERING LLC

Keith H. Dahlen, PE
Principal/Senior Geotechnical Engineer

Reviewed By:

Francisco J. Garza, PE
Senior Geotechnical Engineer

s:\public\2018\adot\adot i-40, 4th street\cost proposal\rev2\all\i-40, 4th street geotechnical scope and fee estimate_lump sum_ethos r2 01-11-19.docx

Attachments:

- Work-hour Estimate
- Derivation of Cost Summary
- Mileage Estimate
- Subcontractor Quotes

COF - 4th Street Widening
Ethos Engineering, LLC - Man-Hour Estimate

Project Work Task	Project Manager	Engineer - Sr.	Designer	Admin	Total Hours
Permitting/Layout/Bluestake	1	2	4	0	7
Test Drilling	0	0	2	0	2
Laboratory Testing	0	1	1	0	2
Analysis & Report Preparations	2	6	2	2	12
TOTAL	3	9	9	2	23

City of Flagstaff
Widening of 4th Street
Geotechnical Investigation

ethos ENGINEERING, LLC.

DERIVATION OF COST

DIRECT LABOR (OH + FEE BASIS)

Classification	Hours	Rate	Estimated Labor Costs
Project Manager	3	$82.00	$246.00
Sr. Engineer	9	$58.00	$522.00
Designer	9	$25.24	$227.16
Administrative	2	$25.00	$50.00
Total Hours:	23		

Direct Labor:	$1,045.16
Plus Overhead @ 145%:	$1,515.48
Subtotal:	$2,560.64
Plus 10% Fee:	$256.06
Total Labor:	$2,816.71

DIRECT EXPENSES

Total Estimated Direct Expenses:	$0.00

OUTSIDE SERVICES

Test Drilling (Geomechanics Southwest, Inc.)	1 Boring to 5'	$320.00
Laboratory Testing -Wood (See attached quote)		$594.00
Traffic Control - Roadsafe (See attached quote)		$211.64
Total Estimated Outside Services:		$1,125.64

By:

TOTAL LUMP SUM COST: $3,942.35

Keith Dahlen, Contract Manager

April 23, 2019

Geomechanics Southwest, Inc.

5435 W. Mohave Street
Phoenix, Arizona 85043
602-252-0559
www.gsidrilling.com

AROC 079441 / ADWR 498

Date: April 22, 2019
Proposal # [10619P]

Keith Dahlen, PE
ethos Engineering
9180 S Kyrene Rd, #104
Tempe, AZ 85284
kdahlen@ethosengineers.com

RE: City of Flagstaff, 4th Street to Sparrow Avenue– Auger Truck-Mounted Rig

SCOPE:

- **Provide a CME-75 truck-mounted drill and a 2-man crew with required support equipment.**
- **Advance one (1) pavement boring to five (5) l.f. or refusal.**
- **GSI understands permitting and traffic control will be handled by others.**
- **GSI assumes daytime working hours.**
- **GSI will grout each core boring upon completion, no patching assumed.**

ITEM	QUANTITY	UNITS	UNIT PRICE	LINE TOTAL
Prep / Mob / Demob * (est.)	0	EACH	1480.00	$ 0.00
Auger/Core/Sample	1	HOURS	185.00	$ 185.00
Access/Standby/Traffic Control Delays (est.)	.5	HOURS	185.00	$ 92.50
Grout Abandonment (backfill requirement per client)	5	L.F.	8.50	$ 42.50
			ESTIMATED TOTAL	**$ 320.00**

We estimate completion time to be 1 day with travel for the truck-mounted drill.

Prep / Mob / Demob * will not be charged if work is done consecutively with ADOT project.

We at Geomechanics Southwest Inc., appreciate the opportunity to provide you with an estimate. If you have any questions, please don't hesitate to call or email us. We look forward to hearing from you soon.

Respectfully submitted by,

GEOMECHANICS SOUTHWEST, INC.

Mike Shelquist
Operations Manager - Phoenix

ETHOS042219 COF 4th Street to Sparrow Avenue

April 22, 2019
Proposal No. PA18-12-01a

Wood Environment & Infrastructure Solutions, Inc.
4600 East Washington Street, Suite 600
Phoenix, Arizona 85034
T: (602) 733-6000
F: (602) 733-6100
www.woodplc.com

Ethos Engineering, LLC
9180 South Kyrene Road, #104
Tempe, Arizona 85284

Attn: Keith Dahlen PE

Re: Laboratory Testing
4th Street Widening, Soliere Drive to Sparrow Avenue
Flagstaff, Arizona

In response to your request, Wood Environment & Infrastructure Solutions, Inc. (Wood) presents herein our laboratory testing fees in support of your City of Flagstaff, 4th Street Widening project.

Laboratory Testing

At the completion of drilling operations by Ethos, soil samples will be delivered to the Wood laboratory for testing. Ethos has provided the following proposed testing plan, accompanied by our unit rates:

Test	Number of Tests	Cost
Sieve Analysis	1	$89
Atterberg Limits (Plasticity Index)	1	$70
One-Dimensional Swell	1	$130
Proctor	1	$115
pH & Resistivity	1	$150
Sulfates and Chlorides	1	$40
	Estimated Total:	**$594**

Laboratory testing will be performed on the samples as directed by Ethos.

Respectfully Submitted,

Wood Environment & Infrastructure Solutions, Inc.

Mark Hartig, PE
Geotechnical Operations Manager

RoadSafe TRAFFIC SYSTEMS
Life on the road

QUOTATION

Quote Date	Quote ID
12/6/2018	PHXJM18062
Payment Terms	Net 30 days

Valid Through: 7/22/2019

3015 E Illini
Phoenix, AZ 85040
602-243-1218
Fax 602-243-3470

Ethos Engineering
Pancho Garza

Job Location:
I-40 & 4th St
Flagstaff
Quote Created By: Jeff Meirick
Estimated Days: 1

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
1 Man 1 Truck (Set up) *	$55.00	Per Hour	0	1	7	$0.00
1 Man 1 Truck (Take down) *	$55.00	Per Hour	0	1	7	$0.00
TCP	$50.00	Per Hour	1	1	1	$50.00
Medium Sign *	$0.84	Per Day	8	1	8	$6.72
Spring Stand *	$2.10	Per Day	8	1	8	$16.80
Small Sign *	$0.64	Per Day	4	1	4	$2.56
Sign Stand 4 ft *	$0.60	Per Day	4	1	4	$2.40
Type I Barricade *	$0.50	Per Day	8	1	8	$4.00
Vertical Panel Side VP *	$0.50	Per Day	30	1	30	$15.00
Sandbags *	$1.01	Per Each	60	1	60	$60.60
Flags *	$2.30	Per Each	16	1	16	$36.80

Note: The * indicates taxable items.

Equipment and labor estimate for a shoulder closure on 4th St.
Includes equipment, TCP and 1 day of rental equipment.

EQUIPMENT	$47.48
ONE TIME CHARGES	$97.40
LABOR	$50.00
SUBTOTAL	$194.88
SALES TAX (8.6%)	$16.76
QUOTE TOTAL	$211.64

Scope: Final Billing will be based upon actual quantities of labor, equipment and devices called out on approved traffic control plans.

The above quantities are estimated quantities based on information provided by the customer. Actual quantities used in the field will be billed on the customer invoice.

Included: Traffic Control Plans

Excluded: Arrow Boards

Portable Message Boards

Standby Time

Add'l Terms: Invoices are payable with Terms of Net 30 Days.

Any additional equipment added to the job site will be billed separately.

	Request for Proposals Solicitation No. **ADSPO18-00007994** Description: **Professional Services for Arizona State Land Department**	Arizona Department of Administration **State Procurement Office** 100 N 15th Ave., Suite 402 Phoenix, AZ 85007

Attachment 1

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide **Professional Services for Arizona State Land Department** to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	**1.** 5/23/18 date	DB initial						
Revised Offers:	**2.** date #1	 initial	**3.** date #1	 initial	**4.** date #1	 initial		
	5. date #4	 initial	**6.** date #5	 initial	**7.** date #6	 initial		
Best and Final Offer:	**8.** date	 initial						

AECOM Technical Services, Inc. Offeror company name	DB Signature of person authorized to sign Offer — Initials
7720 N. 16th Street, Suite 100 Address	Don Brice, Vice President Printed name and title
Phoenix, Arizona, 85020 City | State | ZIP	Marianne Burrus, Project Manager Contact name and title
95-2661922 Federal tax identifier (EIN or SSN)	marianne.burrus@aecom.com Contact Email Address — Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number at the top of this form, and which was dated (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: ADSPO18-207062 **The effective date of the Contract is: August 1, 2018** **Contract awarded: July 10, 2018**

 Procurement Officer signature	Rocky Advani Procurement Officer printed name

Douglas A. Ducey
Governor

Gilbert Davidson
Chief Operating Officer and Interim Director

ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 402
PHOENIX, ARIZONA 85007
(602) 542-5511 (main)
http://spo.az.gov

Sent via e-mail to: marianne.burrus@aecom.com
June 27, 2018

Re: Award of Contract for Solicitation No.ADSPO18-00007994 for Professional Services for Arizona State Land Department

Dear Marianne,

Thank you for submitting a response to the Request for Proposal Solicitation No. ADSPO18-00007994 for Professional Services for Arizona State Land Department. I am pleased to inform you that your company's offer has been selected for award for the following work streams.

	Awarded
Planning	
Engineering	X
Archaeology	X
Environmental Site Assessment	X
GIS	
Hydrology	
Land Surveying	

The initial contract term shall begin on **August 1, 2018**

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contracts, will be shortly available for public viewing via the State's e-Procurement system, ProcureAZ.

In accordance with Special Terms and Conditions, Section 6.2 of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office if you have not already done so. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. **Please submit your certificate of insurance to me no later than July 25, 2018**

You are cautioned not to begin any work under this new contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please contact me at rocky.advani@azdoa.gov or 602.542.0100. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

RJAdvani

Rocky Advani
State Procurement Manager

Part 2: Scope, Pricing and Terms and Conditions

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SECTION 2-A: Scope of Work

1. STATEMENT OF NEED

The State of Arizona (hereinafter referred to as the State), is seeking to establish a comprehensive statewide term contract for Professional Services for the Arizona State Land Department; Any contract resulting from this Request for Proposal shall become a statewide contract for use by all State agencies, counties, municipalities, school districts, and other political subdivisions, herein after referred to as Using Entity.

To ensure statewide coverage, it is the State's intent to award multiple contracts to establish a pool of Vendors. The selection of Vendors from the pool to provide these services for an assignment will be determined by the Using Entity.

The Using Entity makes no guarantee as to the amount of work that will be available to any given Vendor during the term of this contract.

Vendors are requested to bid on any of the workstreams/modules they have capability in performing

WORKSTREAMS

1. PLANNING
2. ENGINEERING
3. ARCHAEOLOGY
4. ENVIRONMENTAL SITE ASSESSMENT
5. GIS
6. HYDROLOGY
7. LAND SURVEYING

1.0 PLANNING

1. INTRODUCTION & BACKGROUND:
   1.1 The purpose of this solicitation is develop a list of qualified firms and/or individuals that are able to provide a range of services related to planning and zoning. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.

2. GENERAL REQUIREMENTS:
   2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide consulting services in conjunction with planning and zoning studies, and actions.
   2.2 The Contractor shall be able to successfully complete the assigned project (task and subtasks). To that end, the Contractor may elect to utilize the services of one (1) or more pre-approved Subcontractors.
   In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
   2.2.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.

3. SPECIFIC REQUIREMENTS:
   3.1 Any GIS work performed under this contract shall conform to the Agencies most current GIS standards. A copy of the standards as of the date of this solicitation is attached for information purposes; however, contractors will obtain the most current standards from the State Agency prior to beginning work on a project that requires GIS.

   3.2 The performance of Planning and Zoning Studies and actions shall include, but are not limited to, the following subtasks:
   3.2.1 Draw Conceptual Plans Utilizing Agency GIS Standards as outlined above
   3.2.2 Draw Development Lotting Plans
   3.2.3 Draw Specific Site Lotting Plans
   3.2.4 Prepare and Process Planning and Zoning Applications
   3.2.5 Prepare and Process General/ Comprehensive Plan Amendments
   3.2.6 Conduct Special Planning Studies as determined by the State Land Commissioner

   3.3 Make Presentations to Urban Land Planning Oversight Committee, State Agency Staff, City Staff and/or Appropriate Jurisdictions, and stakeholders

   3.4 Prepare or Review and Critique Traffic, Drainage, Engineering, Landscape Plans, Design Guidelines and Related Studies

   3.5 Attend Pre-Application Conferences and Public Hearings
   Conduct and/or attend Stakeholder Meetings

   3.6 Within fifteen (15) days after the award contract, submit written notification to the State Agency identifying the name, title, address, e-mail address, telephone and facsimile numbers of the individual, within its organization, who is designated as the Contractor's authorized representative.

   3.6.1 The individual named will receive all correspondence, official notices, information related to the Contractor's performance, or that of its designated Subcontractor, and all other pertinent information as it relates to this contract.

3.6.2 The Contractor shall have the right to change or substitute the name of the authorized representative as long as it provides written notification to the state Agency, by e-mail or facsimile, a minimum of five (5) calendar days in advance of the change or substitution.

3.6 When a project is assigned, the Contractor shall immediately provide the State Agency confirmation in writing, by e-mail or facsimile, the name of the individual assigned as the project manager with the understanding that the project manager shall be responsible and accountable for the planning, conduct, progress, and successful completion of the specific subtasks to be performed.

3.6.1 The Contractor shall understand and agree that the project manager it names is expected to have the ability and authority to make decisions and commitments on behalf of the Contractor.

3.7 Prior to the initiation of work, the Contractor may be requested to submit a proposal for a specific project and/or attend a meeting with State Agency representatives to discuss specific project, and subtask objectives, procedures, methods, materials, staffing, deliverables, completion dates, project costs, and other matters that are pertinent to the conduct and successful completion of the defined project and subtasks within the designated time frame.

3.8 At the request of the State Agency, the Contractor shall provide a written summary containing information that pertains to all major aspects of the designated project and subtasks. If utilizing the services of a Subcontractor, the Contractor shall specify which subtasks, or portions thereof, the Subcontractor will perform. Additionally, the Contractor shall include a statement certifying that the Contractor, and Subcontractor where utilized, has no interest, vested or otherwise, in the specific property or nearby property upon which the project is based.

3.8.1 Once approved by the State Agency, all parties concerned will then have a clear understanding of all service requirements, subtasks to be performed and by whom (key personnel of the Contractor or Subcontractor where appropriate), and the specific time frame within which the assigned project is to be successfully completed.

3.9 The Contractor shall submit written progress on a timeline determined by the State Agency project manager, and final reports, signed by the Contractor or the Contractor's designated representative, as required by the State Agency. In some instances, however, the Contractor may be directed to provide an oral progress report.

3.9.1 The State Agency shall establish the report format and have final approval of the report content, frequency, and submission deadline. The content of such reports may include, but is not limited to, the following:

3.9.1.1 project title and period covered from start to finish
3.9.1.2 a description of the work performed (identifying subtasks performed)
3.9.1.3 outcomes/findings or accomplishments to date and percent of project completed
3.9.1.4 problems encountered, specific steps taken (or recommended) to resolve them, and the short and long term impact these problems have had on the project
3.9.1.5 conformance to the approved project schedule
3.9.1.6 expenditure to date
3.9.1.7 subtasks for the next period
3.9.1.8 other recommendations and/or relevant comments

3.9.2 Unless otherwise specified by the State Agency, progress reports shall be submitted by the tenth (10th) of each month during the life of the project. All work documents (e.g., reports, research notes, charts, graphs, analyses, computer programs, etc.) is considered to be the property of the State and as such shall be submitted to the State Agency as requested.

3.10 The Contractor shall, upon the direction of the State Agency, provide a deposition and/or testimony in court or before the State Land Department's Board of Appeals concerning the work performed under this contract.

3.10.1 The Contractor shall receive approval from the State Agency before commencement of preparation work for a hearing or court action. The Contractor will be compensated for the

provision of testimony, preparation work, and/or deposition related to the court of Board appearance.

3.11 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a format compatible with the State Agency Software, and an original and ten (2) copies of each report prepared under this contract by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

3.11.1 Conceptual Plan Report content shall include, but is not limited to, the following:
- 3.11.1.1 Title page that states: 1) location of the property; 2) name of the contractor; and, 3) date of the report.
- 3.11.1.2 Table of Contents/List of Figures, Charts and Tables
- 3.11.1.3 Introduction
- 3.11.1.4 Explanation of Data Gathering and Mapping Procedures
- 3.11.1.5 Site Suitability/Needs Analysis

Land Use Alternatives number to be determined prior to work and agreed to by the project manager.
- 3.11.1.6 Explanation of Rationale for The Land Use Alternatives and Associated Maps
- 3.11.1.7 Explanation of Rationale for Preferred Land Use Alternatives and Associated Map
- 3.11.1.8 Appendix Containing Data Layer Maps, Socioeconomic Data and Other Maps/Information Deemed Necessary by the Land Department

3.12.1 Development Plan Report content shall include, but is not limited to, the following:
- 3.12.1.1 Title Page that states: 1) location of property or project name; 2) development plan statement from ARS 37-334; and, 3) State Land Commissioner signature line and approval date line.
- 3.12.1.2 Letter of Transmittal
- 3.12.1.3 Secondary Title Page stating name of the Contractor
- 3.12.1.4 Table of Contents/List of Figures, Charts, and Tables
- 3.12.1.5 Introduction
- 3.12.1.6 Site and Area Analysis Summary
- 3.12.1.7 Market Analysis/Marketability Studies Summaries (if required by the project scope of work)
- 3.12.1.8 Explanation of Rationale of Alternative Plans and Associated Maps
- 3.12.1.9 Proposed Development Plan and Rationale for Preferred Alternative
- 3.12.1.10 Summary
- 3.12.1.11 Zoning Stipulations and Associated Maps
- 3.12.1.12 Local Zoning Ordinance Information
- 3.12.1.13 Phasing Plan
- 3.12.1.14 Plat per most current State Agency specifications
- 3.12.1.15 Appendix

3.13.1 Specific site/lotting plans will vary depending on project location, size and local jurisdiction requirements.

3.14.1 General Plan Amendments and Zoning/Rezoning Applications are dependent upon local jurisdiction requirements.

3.15.1 Special studies as determined by the State Land Commissioner.

4. STATE AGENCY RESPONSIBILITIES:

4.1 Define the level of service(s) to be provided then, where necessary, request a scope of work from the Consultant and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.

4.2 Review and approve, with or without noted changes, detailed written project information provided by the contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

4.2.1 Review and approve credentials of proposed key personnel provided by the contractor or subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.

4.2.2 Work closely with the contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.

4.2.3 Clearly indicate to the contractor which sub-tasks are required for the successful completion of the assigned task(s).

4.2.3.1 If any sub-task, listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.

4.3 Establish the report format and approve the final content, frequency, and deadline for progress and/or final reports as described herein.

4.4 Assign a specific individual to provide oversight and contract administration for all services provided by the contractor for a specific project (tasks and subtasks).

4.4.1 This individual shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or the actions that impact the contractor.

2.0 ENGINEERING

1. INTRODUCTION & BACKGROUND:
   1.1 The purpose of this solicitation is to develop a list of qualified firms and/or individuals that are able to provide a range of services related to engineering consulting services. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.

2. GENERAL REQUIREMENTS:
   2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide consulting services in conjunction with engineering review and design.
   2.2 The Contractor shall have the ability to successfully complete the assigned project (task and subtasks). To that end, the Contractor may elect to utilize the services of one (1) or more pre-approved Subcontractors.
   2.3 In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under thissolicitation.
      2.3.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.

3. SPECIFIC REQUIREMENTS:
   3.1 Any Geographic Information System (GIS) work performed under this contract shall conform to the State Agency's most current GIS standards. A copy of the standards as of the date of this solicitation is attached for information purposes; however, Contractors shall obtain the most current standards from the State Agency prior to beginning work on a project that requiresGIS.
   3.2 The performance of Engineering Studies and actions shall include, but are not limited to, the following
   3.3 The ideal candidate firm will have the internal capacity to carry out the engineering-related tasks listed below, and to conduct 3rd-party reviews of the work products listed below and prepared by others. In cases involving specialized knowledge such as Clean Water Act Section 404 permitting, candidate firms may propose to utilize sub consultants with that specialization. This list is subject to revision.

      1. Drainage
         a. Hydrology & Hydraulics-Develop Existing Conditions drainage exhibit identifying all FEMA floodplains, off-site flows and their conveyance through project site. Aerial and drainage studies and master plans will be reviewed in the project vicinity. Ability to prepare master drainage study, plan based on hydrologic and hydraulic analysis. Analysis conducted utilizing latest software such as HEC HMS, HEC RAS, FLO 2D.
      2. Floodplains: ability to map existing floodplains and ability to delineate new floodplains and prepare CLOMR/LOMR submittals for regulatory agency review and approval.
      3. Transportation Infrastructure
         a. Prepare a master street plan based on existing roadway network in the vicinity. Also, the ability to design a system of arterial streets to support proposed conceptual site plan.
         b. Prepare preliminary traffic demands and/or Traffic Impact Study (TIS) that support proposed conceptual site plan.

4. Water and Wastewater Infrastructure
    a. Prepare a master water and wastewater plan based on existing lines. Evaluate capacity of existing service lines and treatment plants. Evaluate potential water supply sources and water and wastewater providers. Ability to design water and wastewater distribution system utilizing latest engineering software.
5. Dry Utility Infrastructure
    a. Prepare a master dry utility plan based on existing lines. Evaluate capacity of existing dry utilities and service infrastructure. Evaluate potential dry utility providers. Ability to design dry utility distribution system utilizing latest engineering software.
6. Plans and Mapping: Prepare and deliver site plans, improvement plans and other mapping products to ASLD in hard copy and electronic files in editable industry-standard CAD and/or GIS software, including:
    a. Topography and contours
    b. Aerial imagery
7. Site Planning and Development
    a. Ability to identify existing conditions, opportunities and constraints to site planning and development
    b. Design and development of conceptual grading, drainage and lotting plans
    c. Design and development of conceptual road and utility infrastructure
    d. Utilize the plans listed above to estimate Development Impact Fees and available Fee Credits
    e. Preparation of Development Cost Estimates
    f. Conduct Geotechnical investigations and prepare reports of findings
    g. Conduct Biological resource investigations and prepare reports of findings
    h. Disposition phasing
8. Survey
    a. Legal Descriptions (text and depictions)
    b. Title Reports
    c. ALTA Survey
9. Clean Water Act Section 404 Permitting
    a. Preliminary and Approved Jurisdictional Determinations
    b. Significant Nexus Analysis
    c. Compensatory Mitigation Analysis
    d. Mitigation measures and monitoring

3.4 Prepare or Review and Critique Traffic, Drainage, Engineering, Landscape Plans, Design Guidelines and Related Studies

3.5 Attend Pre-Application Conferences and Public Hearings

3.6 Conduct and/or attend Stakeholder Meetings

3.7 When a project is assigned, the Contractor shall immediately provide the State Agency confirmation in writing, by e-mail or facsimile, the name of the individual assigned as the project manager with the understanding that the project manager shall be responsible and accountable for the planning, conduct, progress, and successful completion of the specific subtasks to be performed.

3.7.1 The Contractor shall understand and agree that the project manager it names is expected to have the ability and authority to make decisions and commitments on behalf of the Contractor.

3.8 Prior to the initiation of work, the Contractor may be requested to submit a proposal for a specific project and/or attend a meeting with State Agency representatives to discuss specific project, and subtask objectives, procedures, methods, materials, staffing, deliverables, completion dates, project costs, and other matters that are pertinent to the conduct and successful completion of the defined project and subtasks within the designated time frame.

3.9 At the request of the State Agency, the Contractor shall provide a written summary containing information that pertains to all major aspects of the designated project and subtasks. If utilizing the services of a Subcontractor, the Contractor shall specify which subtasks, or portions thereof, the

Subcontractor will perform. Additionally, the Contractor shall include a statement certifying that the Contractor, and Subcontractor where utilized, has no interest, vested or otherwise, in the specific property or nearby property upon which the project is based.

3.9.1 Once approved by the State Agency, all parties concerned will then have a clear understanding of all service requirements, subtasks to be performed and by whom (key personnel of the Contractor or Subcontractor where appropriate), and the specific time frame within which the assigned project is to be successfully completed.

3.10 The Contractor shall submit monthly written progress, and final reports, signed by the Contractor or the Contractor's designated representative, or on a timeline determined by the State Agency project manager. In some instances, however, the Contractor may be directed to provide an oral progress report.

3.11 The State Agency shall establish the report format and have final approval of the report content, frequency, and submission deadline. The content of such reports may include, but is not limited to, the following:

3.11.1 project title and period covered from start to finish
3.11.2 a description of the work performed (identifying subtasks performed)
3.11.3 outcomes/findings or accomplishments to date and percent of project completed
3.11.4 problems encountered, specific steps taken (or recommended) to resolve them, and the short and long term impact these problems have had on the project
3.11.5 conformance to the approved project schedule
3.11.6 expenditure to date
3.11.7 subtasks for the next period
3.11.8 other recommendations and/or relevant comments

3.12 Unless otherwise specified by the State Agency, progress reports shall be submitted by the tenth (10^{th}) of each month during the life of the project. All work documents (e.g., reports, research notes, charts, graphs, analyses, computer programs, etc.) is considered to be the property of the State and as such shall be submitted to the State Agency as requested.

3.13 The Contractor shall, upon the direction of the State Agency, provide a deposition and/or testimony in court or before the State Land Department's Board of Appeals concerning the work performed under this contract.

3.13.1 The Contractor shall receive approval from the State Agency before commencement of preparation work for a hearing or court action. The Contractor will be compensated for the provision of testimony, preparation work, and/or deposition related to the court of Board appearance.

3.14 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor shall submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

4. STATE AGENCY RESPONSIBILITIES:

4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.

4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior

approval for reimbursable travel related costs, and project costs prior to the commencement of services.

4.2.1 Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.

4.2.2 Work closely with the Contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.

4.2.3 Clearly indicate to the Contractor which sub-tasks are required for the successful completion of the assigned task(s).

4.2.4 If any sub-task listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor inwriting.

4.3 Establish the report format and approve the final content, frequency, and deadline for progress and/or final reports as described herein.

4.4 Assign a specific individual to provide oversight and contract administration for all services provided by the Contractor for a specific project (tasks andsubtasks).

4.4.1 This individual shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or the actions that impact theContractor.

3.0 ARCHAELOGY

1. INTRODUCTION & BACKGROUND:

This is a multi-year Contract for the Environmental Site Assessments. This contract shall be utilized by other state agencies as needed.

2. DEFINITIONS

a. ACCEPTED STANDARD

Shall mean a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

b. ARAR

Shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

c. A.R.S. TITLE 41-861, HISTORIC PRESERVATION ACT

Applicable Arizona Administrative Code (AAC) rules. The definitions within this document and the Arizona Revised Statues and appropriate rules shall provide for a first interpretation of all definitions and terms.

d. BEST MANAGEMENT PRACTICES

Shall mean a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost effective protection of public health and/or the environment.

e. CONSULTANT

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

f. CONTRACT OFFICER REPRESENTATIVE

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

g. ENGINEERING EVALUATION & COST ANALYSIS (EE/CA)

Shall mean the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order

h. ENVIRONMENTAL IMPACT AREAS

Shall mean an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

i. ENVIRONMENTAL SITE ASSESSMENT (ESA)

Shall mean overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

j. FEASIBILITY STUDY

Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS

k. KEY PERSONNEL

Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

l. REMEDIAL ACTION (RA)

The actual construction or implementation phase of a site cleanup that follows remedial design

m. REMEDIAL DESIGN (RD)

A phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for a site cleanup

n. REMEDIAL INVESTIGATION (RI)

An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done with the feasibility study. Together they are usually referred to as the "RI/FS"

o. REMEDIATION

Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site

3.0 SCOPE REQUIREMENTS

3.1 SCOPE SUMMARY

Firm must have and maintain a valid Arizona State Museum (ASM) Arizona Antiquities Act (AAA) Blanket Permit to conduct cultural resources survey throughout the term of the contract. Projects may be located throughout Arizona. Projects must be overseen by an ASM-permitted Principal Investigator. Any fieldwork shall be supervised by an ASM-permitted Project Director. Services required may include Class I records searches/literature reviews, Class III pedestrian survey, archaeological site eligibility testing, and data recovery. Reporting of results shall conform to ASM, State Historic Preservation Office (SHPO), and ASLD guidelines. Any identified cultural resources shall be assessed regarding eligibility to the Registers, and recommendations regarding eligibility shall be made. An evaluation of the effect of the proposed project on each of the Register-eligible cultural resources shall be made A draft report shall be submitted to the ASLD Cultural Resources Manager for review and comment. Final reports and consultation letters, prepared on ASLD letterhead, shall be submitted to the SHPO and applicable Indian tribes for consultation under the State Historic Preservation Act. Upon project completion, project shall be sent to the ASM for close-out per ASM guidelines.

3.2 DELIVERY/SERVICE AREA

This will be a Statewide contract

3.3 DETAILED SCOPE REQUIREMENTS

3.3.1 Prior to Conducting Fieldwork:

- The consultant will ensure that all required permits are in effect and all required notifications are made.

- The consultant will request a map that defines the Area of Potential Effects (APE)/ project area for the undertaking from the Pima County Office of Sustainability and Conservation's Cultural Resources and Historic Preservation Division (OSC). OSC/ASLD will define the APE for the undertaking.

3.3.2 Need:

- A non-collection Class III surface inventory survey of the project area.
- Documentation of any cultural resources in the project area and recommendations regarding eligibility of each cultural resource to the Arizona and National Register of Historic Places (ARHP/NRHP/Registers).

3.3.3 Scope:

- An archaeological Class III inventory survey of the project area shall be conducted.
- All fieldwork and recording shall be conducted subject to the provisions of the consultant's current permits and shall be to ASLD, Arizona State Museum (ASM), and State Historic Preservation Office (SHPO) current standards.
- The cultural resources report shall conform to current ASLD, ASM and SHPO reporting standards, and shall be adequate for consultation under state law between ASLD and SHPO.
- Any identified cultural resources shall be assessed regarding eligibility to the Registers, and recommendations regarding eligibility shall be made.
- An evaluation of the effect of the proposed project on each of the Register-eligible cultural resources shall be made (if specific undertaking is known).
- The consultant is required to research ASLD-specific requirements for Class III surveys.

3.3.4 Deliverables:

- A draft (complete version) report (1 PDF copy), and a draft (redacted version- redacted of all information pertaining to the location of archaeological properties) report (1 PDF copy), both of which provide the results of the fieldwork and research, shall be submitted to OSC for review.
- A draft final (complete version) report (X bound paper copies) shall be submitted to OSC, with revisions based on comments on the draft, for submittal and review by ASLD.
- A final (complete version) report (X bound paper copies) shall be submitted to OSC, with revisions based on ASLD/SHPO comments on the draft final (complete version) report, if needed.
- A final (redacted version) report (X bound paper copies) shall be submitted to OSC following acceptance of the final (complete version) report by ASLD/SHPO). The title page of this document must state "REDACTED VERSION".
- A CD/DVD containing the following: 1 PDF copy of the final (complete version) report, 1 PDF copy of the final (redacted version) report, all associated project shapefiles (e.g. area surveyed, APE, archaeological sites, isolated occurrences, etc.).
- All deliverables shall contain the following confidentiality statement on the title page of all applicable documents, as well as on all maps which depict the locations of archaeological properties regardless of type or eligibility to the Registers:

STATEMENT OF CONFIDENTIALITY: Disclosure of the locations of historic properties to the public may be in violation of both federal and state laws. Applicable United States laws include, but may not be limited to, Section 304 of the National Historic Preservation Act (16 U.S.C. 470w-3) and the Archaeological Resources Protection Act (16 U.S.C.§470hh). In Arizona, applicable state laws include, but may not be limited to, Arizona Revised Statute Title 39, Section 125.

3.4 STATE AGENCY RESPONSIBILITIES:

3.4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project,

reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.

3.4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

3.5 Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements

Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the StateAgency

4.0 ENVIRONMENTAL SITE ASSESSMENT

1. INTRODUCTION & BACKGROUND:

This is a multi-year Contract for the Environmental Site Assessments. This contract shall be utilized by other state agencies as needed.

2. DEFINITIONS

a. ACCEPTED STANDARD

Shall mean a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

b. ARAR

Shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

c. A.R.S. TITLE 49, THE ENVIRONMENT & A.R.S. TITLE 45, WATERS

Applicable Arizona Administrative Code (AAC) rules, and the U.S. Environmental Protection Agency, Terms of Environment, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statues and appropriate rules shall provide for a first interpretation of all definitions and terms.

d. BEST MANAGEMENT PRACTICES

Shall mean a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost effective protection of public health and/or the environment.

e. CONSULTANT

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

f. CONTRACT OFFICER REPRESENTATIVE

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

g. ENGINEERING EVALUATION & COST ANALYSIS (EE/CA)

Shall mean the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order

h. ENVIRONMENTAL IMPACT AREAS

Shall mean an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

i. ENVIRONMENTAL SITE ASSESSMENT (ESA)

Shall mean overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional

Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

j. FEASIBILITY STUDY
Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS

k. KEY PERSONNEL
Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

l. REMEDIAL ACTION (RA)
The actual construction or implementation phase of a site cleanup that follows remedial design

m. REMEDIAL DESIGN (RD)
A phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for a site cleanup

n. REMEDIAL INVESTIGATION (RI)
An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done with the feasibility study. Together they are usually referred to as the "RI/FS"

o. REMEDIATION
Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site

3.0 SCOPE REQUIREMENTS

3.1 SCOPE SUMMARY

Contract services include performance of site management and site assessment. Services may include Phase I and II Environmental Site Assessments (ESAs) in accordance with current American Society of Testing Materials (ASTM) standardsand
U. S. Environmental Protection Agency (EPA) standards and/or guidelines. Some of the applicable ASTM standards are: E1527-13, E2247-08 and E1903-11. The objective is to provide Using Agencies assistance as specified in any Task Orders issued under this contract, in the identification and recommendations of corrective actions necessary to mitigate or eliminate the health and environmental dangers posed by various pollutants.

3.2 DELIVERY/SERVICE AREA

This is a Statewide Contract

3.3 DETAILED SCOPE REQUIREMENTS

3.3.1 Work Plan Preparation – **may include** the followingdocuments:

1. Quality Assurance Project Plans (QAPP) or Sampling and Analysis Plans (SAP): This includes preparation of a QAPP or a SAP. A QAPP or a SAP is site specific and should be prepared in accordance with the Task Order, if applicable. The QAPP or a SAP may also include development of data qualityobjectives

2. Health and Safety Plan (HASP). Field Sampling Plan (FSP) and Work plan: Prepare a site specific HASP and FSP. Both documents may be included as part of the Work plan

3.3.2 Work Plan – may include the following items:

1. Locations of samples collected by all Contractors or Using Agency, which did investigations at the site
2. A map or maps using all available data may include the following:
   - Concentrations of contaminants in soil;
   - Groundwater contaminant map with flow directions; and
   - Contour groundwater quality data if necessary;
3. Soil sample summary table (showing laboratory analyses and sample depth);
4. Groundwater data summary table (showing groundwater elevation and laboratory analyses);
5. A historical evaluation of the property describing past site uses, if possible. The purpose of this task is to help gain a better understanding of the site to assist the

   Contractor in choosing sampling methods and locations.

6. Remediation system design, installation, operation and maintenance
7. Schedule of proposed work with times shown by units and not actual date.

3.3.3 Access: The Using Agency will be responsible for negotiating property access with the property owners. However, the Contractor may be requested to assist the Using Agency by providing back-up documentation, such as warranty deeds and any other information, which may be considered vital to obtaining access. The Contractor may be responsible for preparation of any required permits

3.3.4 Phase I Environmental Site Assessments: This activity includes conducting a Phase I ESA in accordance with ASTM current standards E 1527-13 and E2247-08, as applicable or as stated in the Task Order. Phase I ESA are intended to determine the existence of recognized environmental conditions hazards, identify environmental liabilities and/or provide a preliminary screening to facilitate the assignment of site priorities. The major activities include visual inspection of the site and surrounding areas, document reviews, database reviews, aerial photographic interpretation, Geological background study and/or recommendations and conclusions

3.3.5 Phase II Environmental Site Assessments: This activity includes conducting a Phase II ESA in accordance with ASTM standards, as applicable or as stated in the Task Order. A Phase II ESA is a site investigation/characterization that may to determine the nature and extent of contamination in any and all affected environmental media at the site. The major activities include characterization and description of soils, groundwater, surface water, air or other affected environmental media with respect to location, nature, extent of migration of contamination sources and their proximity to potentially impacted receptors; characterization of the hydro-geologic setting to determine most likely contaminant migration pathways and physical features that could affect potential remedial actions; and the gathering of data and information to the extent necessary and sufficient to help quantify risk to public health and all aspects of the environment

3.3.6 Contractor Support: This task includes providing support services to the Using Agency to plan, monitor and control all work issued under a Task Order. The Contractor shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. This task includes the following types of support: Administrative; Technical and Professional.

3.3.7 Subcontractor Management Cost: Equipment rentals, commodities purchased, etc. which are directly required for the completion of the Task Order, and are approved by the Using Agency's

Procurement Office or designee, shall be compensated at the actual cost of the services, rental fees, commodities purchased, etc. with no mark-up.
Administrative expenses for providing items such as insurance, bonds, equipment rentals, travel, per diem and incidental supplies (e.g. offices supplies, hardware supplies, petty cash, etc.), etc. shall be considered an administrative expense and shall not be used in computing the Subcontractor Management Cost
Subcontracted Services are defined as follows: e.g. well drillers, laboratory services, IDW containerization and transportation, utility locators, archaeologists, consultant services (i.e. community involvement, groundwater modeling risk assessors, etc.), and similar trade professions with the Using Agency's advance approval.

3.3.8 Project Documents: The Contractor shall devise, implement and maintain at the Contractor's place of business or project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, operation and maintenance manuals and instructions, reports and any other documents and revisions thereto which arise out of the Task Order. These documents shall be readily available to the Using Agency any time during the performance of the Task Order.

3.3.9 Access Agreements and/or Consent Decrees: The Contractor shall comply with all requirements established in Access Agreements and/or Consent Decrees entered into between the Using Agency and current/former property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Contractor. Additionally, the Contractor's Commercial General Liability Insurance shall be in conformance with the basic Contract provisions (Name of Landowner as provided by the Using Agency's Project Manager) and shall be named as additional insured, as their interests may appear for coverage on an occurrence basis for completed operations liability with an unlimited extended reporting period provision. The insurance certificate provided shall include the Using Agency's Project Manager Name and Task Order number for identification.

4. STATE AGENCY RESPONSIBILITIES:

4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.

4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

5. Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements

5.1 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the StateAgency.

5.0 GIS

Introduction and Background

Solicit qualified organizations or individuals that can provide a range of services related to Geographic Information Systems (GIS).

General Requirements

1. Selected contractor shall have the capacity, experience and expertise necessary to provide services with regard to GIS data, analysis and development.
2. In the performance of the services specified in this solicitation, the Contractor shall understand and agree that a contract exists between the Contractor and the Arizona State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
    2.1. The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representative of the State Agency access to its records, reports, data, code and other information related to the activities performed under the terms of this contract.

Specific Requirements

1. Digitization of data originating in many formats Legal, Paper Maps
2. Analysis of data, be able to analyze and manipulate data in a wide variety of ways to show, patterns, trends and other relationships.
3. Data Management: Understanding on how to manage data with a spatial component.
    3.1. Clear understanding of a projections, datums, and transformations enabling them to be able to move data freely and accurately between them.
    3.2. Conversion of data between a wide variety of formats (KMZ, Shapefile, Geodatabase, RDBMS, CSV, JSON etc.)
4. Understand coordinate systems, datums, projections and transformations.
5. Geoprocessing
    5.1. Should have an extensive understanding of various geoprocessing tasks (Cutting, buffering, masking, nearest neighbor analysis, etc.)
    5.2. Should be able to use multiple geoprocessing tools to create repeatable workflows/analysis that can be verified by the offeror.
6. Image processing (wide variety of formats from legacy milars to TIFF's)
7. Production of high quality, large size, paper map products.
8. Development
    8.1. Customization of enterprise software through developed plugins.
    8.2. Ground up development of GIS solutions for both desktop and mobile environments.
    8.3. Proof of concept and documentation for custom solutions.
9. Server SQL support
10. Training of users

These requirements are laid out to give a general of idea of the kind of GIS work that can take place under this RFP. Detailed requirements, including specific products, data or analysis, are to be laid out in a scope of work.

Technical Definitions

1. GIS – Geographic Information Systems – Is a system designed to capture, store, manipulate, analysis or present spatially aware data.
2. Georeferencing - Aligning geographic data, often imagery or scanned maps, to a known coordinate system so that it can be viewed, queried, analyzed with other GIS data.

3. Geoprocessing - An operation to process and manipulate geographic data, often for analysis or conversion.
4. GIS Modeling: Geoprocessing tools can be chained together to create repeatable workflows to process and analyze data.

State Agency Responsibilities

1. Define services and products to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details. Then, reach an agreement with the contractor regarding all aspects of the services and products to be provided, including a time line for the project with dates and deliverables.
2. Review and approve, with or without noted changes, a detailed written project plan provided by the contractor to insure a clear understanding of all aspects of the project. This will include, but is not limited to, areas such as: key personnel assigned, time frames, deliverables, agency commitments, training plans, and expected costs.
   2.1. Review and approve credentials of proposed key personnel provided by the contractor or subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.
   2.2. Work closely with the contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.
   2.3. Clearly indicate to the contractor which sub-tasks are required for the successful completion of the assigned task(s).
   2.4. If any sub-task, listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.
3. Establish a project plan and approve the final content, frequency, and deadline for progress and/or final reports as described herein.
4. Assign individuals to provide project oversight and contract administration for all services provided by the Contractor for a specific project (tasks and subtasks).
5. These individuals shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or actions that impact the contractor.

6.0 HYDROLOGY

1.0 INTRODUCTION & BACKGROUND:

This is a multi-year Contract for well and groundwater management and evaluation services. This contract shall be utilized by other state agencies as needed.

2.0 DEFINITIONS

2.1 ADWR

Arizona Department of Water Resources. The Department administers and enforces Arizona's groundwater code and surface water rights laws (except those related to water quality).

2.2 A.R.S. TITLE 45, WATERS

Applicable Arizona Administrative Code (AAC) rules, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statues and appropriate rules shall provide for a first interpretation of all definitions and terms.

2.2 CONSULTANT

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

2.3 CONTRACT OFFICER REPRESENTATIVE

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

2.4 GROUNDWATER MODELS

Groundwater models are computer models of groundwater flow systems, and are used by hydrogeologists. Groundwater models are used to simulate and predict aquifer conditions.

2.5 KEY PERSONNEL

Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

2.6 MODFLOW

MODFLOW is a modular finite-difference computerized flow model, developed by the U.S. Geological Survey. The program is used to simulate the flow of groundwater through an aquifer.

2.7 WELL IMPACT ANALYSIS

A well Impact Analysis is conducted pursuant to A.A.C. R12-15-1302-1307 and is required for new Non-Exempt wells (excluding replacement wells), proposed for installation in Active Management Areas (AMA's) in the state, demonstrating that the proposed well(s) will not cause undue hardship on surrounding land or other water users, and must be submitted prior to ADWR approval of the Notice of Intent (NOI) to Drill application.

2.8 WELL ABANDONMENT

Well abandonment is conducted pursuant to A.A.C R12-15-816, in conformance with the requirements of ADWR's "Well Abandonment Handbook" (September 2008). Prior to undertaking abandonment ADWR Form 55-38 "Notice of Intent to Abandon a Well" shall be submitted for ADWR review and approval. Following completion of abandonment activities ADWR Form 55-58 "Well Abandonment Completion Report" shall be filed with ADWR.

3. SCOPE REQUIREMENTS

a. SCOPE SUMMARY

Well and groundwater management and evaluation related activities. Services may include water level measurements, groundwater sampling, video logging, well abandonment, impact analysis, aquifer testing, groundwater modelling, and valuation of water and water rights consulting.

b. DELIVERY/SERVICE AREA

This will be a Statewide contract

c. DETAILED SCOPE REQUIREMENTS

3.3.1 Conduct Well Evaluations; which may include, any, or all, of the following activities:

- Water level measurements - in wells which in some cases may be equipped with pumps, or alternatively be capped and in some situations, may require the use of a cutting torch to access the well.
- Water Sampling – in wells which may be equipped with operational pumps, or in wells where the pump is not operational and must be removed, prior to the installation of a sampling pump, or
- Well Video logging – which may require removal of a well cap, or in situations where the well is equipped, the pump must be removed prior to conducting video logging.

3.3.2 Conduct Well Abandonment; which may involve some, or all, of the following tasks in accordance with obtaining an ADWR approved "Notice of Intent to Abandon a Well" and issuance of a "Well Abandonment Card"

- In the event the well is equipped with a pump, it shall be removed from the well prior to abandonment.
- The Consultant shall collect all information necessary to develop the appropriate abandonment methodology and submit a "Notice of Intent to Abandon a Well" ADWR (Form 55-38) to ADWR for review and approval.
- Upon approval of the Notice of Intent and issuance of a Well Abandonment Card, the Consultant shall abandon the subject well in accordance with the approved methodology.
- Following completion of abandonment activities, the Consultant shall submit a "Well Abandonment Completion Report" to ADWR.

3.3.3 Conduct Well Impact Analysis; comprised of preparing a hydrological study including any, or all the following:

3.3.3.1 ● Prepare an inventory of existing wells and well information in the vicinity of the proposed new well(s).

3.3.3.2 ● Evaluate the geologic and hydrogeologic conditions to determine the relevant aquifer parameters and recharge/discharge boundaries.

3.3.3.3 ● Using a methodology acceptable to ADWR estimate the drawdown associated with the proposed well(s) and delineate the area surrounding the proposed well(s) where the impact would exceed 10-feet of additional drawdown after the first 5-years of operation of the proposed well(s).

3.3.3.4 ● In the event the proposed well(s) are located in an area of known land subsidence, a geophysical evaluation of the impact of the proposed well(s) on future land subsidence may also be required.

3.3.3.5 ● The "hydrologic study" shall then be submitted to ADWR for review and approval.

3.34 Conduct Aquifer Testing: Aquifer testing is conducted to determine the aquifer parameters in a groundwater basin or portion of a basin or sub-basin. This testing may consist of the following:

● Based on the specific project requirements, the Consultant may be provided information on the well(s) to be utilized in the aquifer test, or alternatively, may be tasked with conducting a preliminary groundwater evaluation to identify the recommended well(s) to be incorporated into the aquifer test program.
● The Consultant shall be responsible for providing and installing/removing all equipment for instrumentation of pumping and observation wells. This equipment may include, transducers, data loggers, and water level sounders.
● The Consultant shall provide or subcontract the test pump(s) and associated equipment needed to conduct the aquifer test. All Sub-Contractors shall be approved by ASLD.
● The Consultant shall provide all personnel necessary to conduct the aquifer test. The length of the test shall be determined by ASLD, and may be from 24-hours to two-weeks, and may involve multiple pumping and observation wells, depending upon the specific test configuration and objectives. The number of wells involved in the test will be determined prior to the test, however, the test length may be open-ended and based on an hourly rate.
● At the completion of the test the Consultant/Subcontractor shall remove all pumping and measurement equipment from the wells, and restore the wells to their original condition.
● Following the test, the Consultant shall download/compile all test data, and evaluate using accepted computerized aquifer test analytical software (e.g. AQTESOLV, AquiferWin32, etc.).
● The consultant shall then prepare a summary report, describing the aquifer test program and results

3.35 Develop/Update Groundwater Models. The model shall consist of a numeric model (i.e. MODFLOW), and may be required to be developed, in areas where no model currently exists, or updated in the event a model already exists. Under some circumstances, the model and accompanying report may be submitted to ADWR for review.

3.36 Prepare analysis regarding the value of water on State Trust land, and surface and groundwater rights held by the Land Department. The Consultant shall have the capability to ascertain the current and estimated future value of any, but not limited to the following:

● The value groundwater pumped from State Trust land in various areas of the state.

● Assist in assembling a marketable portfolio and determining the value for the lease/sale of water rights currently held by ASLD, including IGFR's, Type 1 and Type 2 water rights and long term storage credits.

● Provide current and estimated future valuations for groundwater from State Trust land eligible for inter-basin transport under A.R.S. Title 45 Article 8.1 (551-559).

3.37 Consultant Support: This task includes providing support services to the Using Agency to plan, monitor and control all work issued under a Task Order. The Consultant shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. This task includes the following types of support: Administrative; Technical and Professional.

3.38 Subcontractor Management Cost: Equipment rentals, commodities purchased, etc. which are directly

required for the completion of the Task Order, and are approved by the Using Agency's Procurement Office or designee, shall be compensated at the actual cost of the services, rental fees, commodities purchased, etc. with no mark-up.

Administrative expenses for providing items such as insurance, bonds, equipment rentals, travel, per diem and incidental supplies (e.g. offices supplies, hardware supplies, petty cash, etc.), etc. shall be considered an administrative expense and shall not be used in computing the Subcontractor Management Cost.

Subcontracted Services are defined as follows: e.g. well drillers, pump, well logging and well abandonment contractor's, laboratory services, utility locators, archaeologists, and similar trade professions with the Using Agency's advance approval.

3.39 Project Documents: The Consultant shall devise, implement and maintain at the Consultant's place of business or project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, operation and maintenance manuals and instructions, reports and any other documents and revisions thereto which arise out of the Task Order. These documents shall be readily available to the Using Agency any time during the performance of the Task Order.

3.40 Access Agreements: The Consultant shall comply with all requirements established in Access Agreements entered into between the Using Agency and lessees and adjacent property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Consultant.

4 STATE AGENCY RESPONSIBILITIES:

4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Consultant to discuss the specific details of the project, reach an agreement with the Consultant regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.

4.2 Review and approve, with or without noted changes, detailed written project information provided by the Consultant to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior

4.3 approval for reimbursable travel related costs, and project costs prior to the commencement ofservices.

4. Review and approve credentials of proposed key personnel provided by the Consultant or Subcontractor, as well as the credentials of temporary or permanent replacements

i. Unless otherwise directed by the State Agency, the Consultant shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Consultant may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the StateAgency.

7.0 LAND SURVEYING

1. INTRODUCTION & BACKGROUND:
   1.1 The purpose of this solicitation is to develop a list of qualified firms and/or individuals that can provide ALTA Land Surveying Services. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.

2. GENERAL REQUIREMENTS:
   2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide ALTA Surveying Services on Arizona State Trust properties.
   2.2 The Contractor shall have the ability to successfully complete the assigned project. To that end, the Contractor will be required to utilize the services of a professional title company to obtain a most recent title commitment for a subject property.
   2.3 In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under thissolicitation.
      2.3.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.

3. SPECIFIC REQUIREMENTS:
   3.1 Work performed under this contract shall conform to the MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (Effective February 23, 2016), however, Contractors shall obtain the most current standards in affect.
   3.2 The ALTA survey will be prepared in accordance with a current title report and Schedule "B" documents and Items 1, 3, 4, 8, and 11 of the "Optional Survey Responsibilities and Specifications" from Table A of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys as adopted in 2016. Additional Items may be added by the State Agency.
   3.3 The 2016 standard certification required on ALTA/NSPS Land Title Surveys shall be used for the survey and the certification shall be addressed to Arizona State Land Department and the title company utilized by the Contractor.

4. STATE AGENCY RESPONSIBILITIES:
   4.1 Reach an agreement with the Contractor regarding all aspects of the ALTA service(s) to be provided, including those items listed on Table A of the Optimal Survey Responsibilities and Specifications the State Agency wish to include and time line for the project and dates for deliverables.
   4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

EXHIBITS TO THE SCOPE DOCUMENT

No Exhibits apply to the Scope of Work.

End of Section 2-A

SECTION 2-B: Pricing Document

1.0 Compensation

1.1 FIXED-PRICE. Through the bidding process, a fixed price is determined. This fixed price encompasses all of the contractors costs for the scope of work and represents the total compensation to the contractor

1.2 CONTRACTED LABOR RATES.

2.0 Reserved

2.1 COST-REIMBURSEMENT.

Reserved

3.0 Pricing

3.1 FIXED-PRICE. Through the bidding process, a fixed price is determined. This fixed price encompasses all the contractor's costs for the scope of work and represents the total compensation to the contractor

3.2 UPCHARGES. When required this will be handled on a case by case basis

4.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [*Availability of Funds*] have been identified as of the Solicitation date.

5.0 Invoicing

5.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

5.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●

Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Total invoice amount due	●

5.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Services that have not been authorized.

6.0 Payments

6.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Article 4 of the Uniform Terms and Conditions

6.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

6.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

6.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

6.5 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

7.0 Exhibits to the Pricing Document

None

Please note that in order for Offeror to be susceptible, there must be a $1.00 response under Unit Cost on the Items Tab in ProcureAZ

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Acceptance**	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
1.2	**Accepted Offer**	If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
1.3	**Arizona Procurement Code; A.R.S.; A.A.C.**	"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
1.4	**Arizona TPT**	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.5	**Attachment**	"Attachment" means any item that: the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); was attached to an Offer when submitted; and was included in the Accepted Offer.
1.6	**Building Work**	"Building Work" means everything covered by the definitions in A.R.S. § 41-2503 [*Definitions*] of the terms "construction" (para. 4), "maintenance services" (para. 26), and "operations services" (para. 28).
1.7	**Commercial Document**	"Commercial Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Commercial Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.8	**Contract**	"Contract" means, collectively, the Acceptance, the Solicitation Documents, the Accepted Offer, all acknowledged Orders, and any Contract Amendments. See paragraph 1.22. The Contract is identified as a "Purchase Order" in ProcureAZ, since that is the terminology used in the software; use of that term in ProcureAZ is not to be confused with the contractual term "Order" defined in paragraph 1.21.

1.9	**Contract Amendment**	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
1.10	**Contract Terms and Conditions**	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.11	**Contractor**	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.12	**Contractor Indemnitor**	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
1.13	**Co-Op Buyer**	"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23). NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
1.14	**Day**	"Day" means a calendar day unless otherwise specified in a particular context.
1.15	**Eligible Agency**	If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
1.16	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.17	**Indemnified Basic Claims**	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
1.18	**Instructions to Offerors**	"Instructions to Offerors" is Section 1-B of Part 1 of the Solicitation Documents.
1.19	**Materials**	"Materials" has the meaning given in A.R.S. § 41-2503(7) to the extent those things are included in the Work, which, for convenience of reference only, is "… all property, including equipment, supplies, printing, insurance, and leases of property [but] does not include land, a permanent interest in land or real property or leasing space." Materials includes software, except that If software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it is in "Services".
1.20	**Offer; Initial Offer; Revised Offer; Best and Final Offer (BAFO)**	"Offer," "Initial Offer," "Revised Offer," and "Best and Final Offer" ("BAFO") are each defined in the Instructions to Offerors.
1.21	**Order**	"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the

Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1. "Release" or "Release Purchase Order" in ProcureAZ;

"task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or

"purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.22 Part, Section; Exhibit "Part," "Section," and "Exhibit" are each defined in the Instructions to Offerors.

1.23 Person "Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.

1.24 Procurement Officer "Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.

1.25 ProcureAZ "ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.

NOTE (1): Technical Bulletin No. 020 is available online at:

https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

NOTE (2): The URL for ProcureAZ itself is:

https://procure.az.gov/

1.26 Scope of Work "Scope of Work" means Section 2-A of Part 2 of the Solicitation Documents.

1.27 Services "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.19.

1.28 Solicitation; Solicitation Documents "Solicitation" and "Solicitation Documents" are defined in the Instructions to Offerors.

1.29 Special Terms and Conditions "Special Terms and Conditions" are Section 3-A of Part 3 of the Solicitation Documents.

1.30 Specification "Specification" has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is "… any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a material, service or construction item for delivery." Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.

1.31 State With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.32 State Indemnitees "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.33 State Fiscal Year "State Fiscal Year" means the period beginning each July 1 and ending each June 30.

1.34 Subcontract "Subcontract" means any contract, express or implied, between Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials, the performing of any Services, or the carrying out of any other aspect of the Work.

1.35 Subcontractor "Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.36 Uniform Terms and Conditions The "Uniform Terms and Conditions" are made up of this document and whichever of the Appendices are indicated in the Special Terms and Conditions as being applicable.

1.37 Work "Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Arizona Law The Contract is governed by and is to be interpreted in accordance with the laws of the State of Arizona, including the Arizona Procurement Code, without consideration of conflict of laws principles.

2.2 Usage

1. Where the Contract:
2. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
3. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
4. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
5. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;

6. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
7. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.3 Contract Order of Precedence

2.4.1 COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.4.2 CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) Contract Amendments;
(b) the Solicitation Documents, in the order:
  (1) Special Terms and Conditions;
  (2) Exhibits to the Special Terms and Conditions;
  (3) Uniform Terms and Conditions;
  (4) Scope of Work;
  (5) Exhibits to the Scope of Work;
  (6) Commercial Document;
  (7) Exhibits to the Commercial Document;
  (8) Specifications; and
  (9) any other documents referenced or included in the Solicitation;
(c) Orders, in reverse chronological order; and
(d) Accepted Offer.

2.4.3 ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.4 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.5 Severability

Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.

2.6 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

2.7 No Waiver of Rights

Either party's failure to insist on strict performance of any term or condition of the Contract is not and is not to be construed as being, nor will it be deemed to be, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for the period specified in the Special Terms and Conditions unless canceled, terminated, or permissibly extended. If the Special Terms and Conditions do not specify a period, then the initial term is 1 (one) year. State has no obligation to extend or renew the Contract past the initial term.

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the Special Terms and Conditions. If the Special Terms and Conditions do not specify a period, then the maximum aggregate term is 5 (five) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. Unless stated otherwise in the Special Terms and Conditions, State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and

(b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Unless stated otherwise in the Special Terms and Conditions, Contractor shall :

(a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

2. extension of the term of the Contract within the maximum aggregate term;
3. revision to Procurement Officer appointment or contact information; or
4. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.5 Click-Through Terms and Conditions

Unless expressly stated otherwise in the Special Terms and Conditions, if either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do

not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the Special Terms and Conditions, for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. Unless otherwise provided for in the Special Terms and Conditions, all intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

"Government Purpose Rights" are:

the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

the right to release or disclose that work product to third parties for any State government purpose; and

the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

"Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

4.1. any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

4.2. any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and

4.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Special Terms and Conditions, the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11 Non-Discrimination

Contractor shall comply with [Arizona] State Executive Order No. 2009-09 and all other applicable federal and state laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

3.12 E-Verify Requirements

As required by A.R.S. § 41-4401, Contractor and each Subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each Subcontractor acknowledge that under A.R.S. § 41-4401, State retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works under the Contract to ensure that Contractor or Subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

3.13 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Specifications or the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.14 Orders

3.14.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued as set forth in the Special Terms and Conditions that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.14.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.14.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.14.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract in the Special Terms and Conditions and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.14.5 NO MINIMUMS OR COMMITMENTS. Unless expressly stated otherwise in the Special Terms and Conditions: (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.14.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.15 Statewide Contract Provisions

If the Special Terms and Conditions indicate that the Contract is for statewide use, then the following provisions apply:

5. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative

6. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
7. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is specified in the Special Terms and Conditions. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

8. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

9. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in ProcureAZ and if it does so the rejection will be void.
10. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.16 Multiple-Use Provisions

If the Special Terms and Conditions indicate that the Contract is for statewide use, then Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Orders issued by Co-Op

Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

11. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Commercial Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.

By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.

As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.17 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.18 Work on State Premises

3.20.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.20.3 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

3.19 Advertising, Publishing and Promotion of Contract

Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Commercial Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Commercial Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2 Applicable Taxes

4.3.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Commercial Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.3.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

4.3 Availability of Funds

By A.R.S. § 35-154, every State payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, State may terminate the Contract at the end of the period for which funds are available, or, at State's discretion, allow appropriate amendment to the Contract. No liability will accrue to State if it exercises the foregoing right or discretion, and State will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

5.0Contract Changes

5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State

satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way, limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Damage to Rented Premises (Fire Legal Liability)	$50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor that is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be electronically submitted via email to AZStateContractCOI@azdoa.gov and rocky.advani@azdoa.gov **(State of Arizona, State Procurement Office, 100 N 15th Ave, Suite 402, Phoenix AZ 85007).**

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

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Contract shall be sent directly to **(Rocky Advani, 100 N 15th Ave, Suite 402, Phoenix AZ 85007)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum insurance requirements identified above. The State reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

APPROVAL and MODIFICATIONS: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Basic Indemnification

6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under

worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.7 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties

shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.4 Compliance with Laws

Contractor warrants that the Materials and Services do and will continue to comply with all applicable federal, state, and local laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the non-compliance.

7.5 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

7.6 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 [*Assignment and* Delegation] that expressly recognizes the event.

7.7 Performance in Public Health Emergency

Contractor warrants that it will:

12. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession

and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and

13. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.8 Lobbying

7.11.1 PROHIBITION.

Contractor warrants that:

it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.9 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If State in good faith has reason to believe that Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Contractor promptly provide written assurance of intent to perform. Failure by Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for State to exercise any other remedy available to it under the Contract or laws.

8.2 Stop Work Order

The State may at any time require Contractor to stop all or any part of the Work by written order. Upon receipt of a stop order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to State associated with the portions of the Work covered by the order. If Contractor incurs losses, it may make a claim under Article 10.

8.3 Non-exclusive Remedies

State's rights and remedies under the Contract are not exclusive.

8.4 Nonconforming Tender

The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully

constitutes a breach of contract, in which event State will be entitled to exercise any remedy available to it under the Contract or laws.

8.5 Right of Offset

State is entitled to offset against any sums due Contractor any expenses or costs State incurs or damages it has assessed against it concerning Contractor's non-conforming performance or failure to carry out the Work, including any expenses, costs, and damages to which it is entitled by the Contract or laws.

9.0Contract Termination

9.1 Termination for Conflict of Interest

By A.R.S. § 38-511, State may terminate the Contract within 3 (three) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of State is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Contractor receives State's written notice of the termination unless the notice specifies a later date.

9.2 Gratuities

State may, by written notice, terminate the Contract, in whole or in part, if State determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of State for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. State, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of 3 (three) times the value of the Gratuity offered by Contractor.

9.3 Suspension or Debarment

State may, by written notice to Contractor, terminate the Contract immediately if State discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. State has taken Contractor's submittal of the Accepted Offer and will take its performance under the Contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.

9.4 Termination for Convenience

State may terminate the Contract when in the best interest of State, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the Contract. Upon receipt of State's written termination notice, Contractor shall stop work as directed in the notice, notify all Subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to State. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the Contract will become State's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination, provided that, the cost principles and procedures in A.A.C. R2-7-701 are to be applied.

9.5 Termination for Default

In addition to the rights reserved to it under the Contract, State may terminate the Contract in whole or in part due to Contractor's failure to: (a) comply with any term or condition of the Contract; (b) obtain and maintain all required insurance policies, bonds, licenses, and permits; or (c) make satisfactory progress in carrying out the Work. Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the Contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become State's property, and Contractor shall deliver all of it immediately on demand. State may, following termination of the Contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to State for any excess cost State incurs in procuring such substitutes.

9.6	**Continued Performance Required**	Contractor shall continue to perform in accordance with the requirements of the Contract up to the effective date of any termination, as directed by State in the notice.

10.0Contract Claims

10.1	**Claim Resolution**	Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
10.2	**Mandatory Arbitration**	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0General Provisions for Materials

11.1	**Applicability**	Article 11 applies to the extent the Work is or includes Materials.
11.2	**Off-Contract Materials**	Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
11.3	**Compensation for Late Deliveries**	Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.
11.4	**Indicate Shipping Costs on Order**	Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).
11.5	**Current Products**	Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.
11.6	**Maintain Comprehensive Selection**	Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
11.7	**Additional Products**	State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically

requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

11.8 Discontinued Products

If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).

11.9 Forced Substitutions

Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10 Recalls

In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.

11.11 Delivery

11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under FAR 52.247-30.

11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12 Delivery Time

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order.

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:

    a. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

    b. if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18 Order Cancellation

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. reimburse Contractor for:
   a. its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus 1 (one) additional business day; and
   b. the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancelation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order.

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 Data and Information Handling

12.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

12.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

12.3 Personally Identifiable Information.

Without limiting the generality of paragraph 12.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and

2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

NOTE (2): For convenience of reference only, the GSA directive is available at:

http://www.gsa.gov/portal/directive/d0/content/658222

12.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

12.5 Section 508 Compliance

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. § 18-131 and § 18-132 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.

End of Section 2-C

SECTION 2-D: Uniform Terms and Conditions

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Attachment**	"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
1.2	**Contract**	"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
1.3	**Contract Amendment**	"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
1.4	**Contractor**	"Contractor" means any Person who has a Contract with the State.
1.5	**Days**	"Days" means calendar days unless otherwise specified.
1.6	**Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.7	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.8	**Materials**	"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
1.9	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
1.10	**Services**	"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.19.
1.11	**State**	"State" means the State of Arizona and Department or Agency of the State that executes the Contract.
1.12	**State Fiscal Year**	"State Fiscal Year" means the period beginning with July 1 and ending June 30.
1.13	**Subcontract**	"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2.0 Contract Interpretation

2.1 Arizona Law

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

2.2 Implied Terms

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

2.3 Contract Order of Precedence

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

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

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

2.5 Severability

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

2.6 No Parole Evidence

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

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

3.1 Records

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

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

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

3.4 Facilities Inspection

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or

	and Materials Testing	materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
3.5	**Notices**	Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
3.6	**Advertising, Publishing and Promotion of Contract**	The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
3.7	**Property of the State**	Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
3.8	**Ownership of Intellectual Property**	Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
3.9	**Federal Immigration and Nationality Act**	The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
3.10	**E-Verify Requirements**	In accordance with A.R.S. § 41-4401, Contractor 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.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.

4.0 Costs and Payments

4.1 Payments

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

4.2 Delivery

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

4.3 Applicable Taxes

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

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

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

4.4 Availability of Funds for the Next State fiscal year

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

4.5 Availability of Funds for the current State fiscal year

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

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

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

effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

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

5.3 Assignment and Delegation

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

6.0 Risk and Liability

6.1 Risk of Loss

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

6.2 Indemnification

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

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

6.3 Indemnification – Patent and Copyright

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

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

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

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

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

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

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

6.5 Third Party Antitrust Violations

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

7.0 Warranties

7.1 Liens

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

7.2 Quality

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

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

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

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

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

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

7.3 Fitness

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

7.4 Inspection/Testing

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

7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

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

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

8.0 State's Contractual Remedies

8.1 Right to Assurance

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

8.2 Stop Work Order

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

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

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

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

8.5 Right of Offset

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

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

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

9.2 Gratuities

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

9.3 Suspension or Debarment

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

9.4 Termination for Convenience

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

9.5 Termination for Default

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

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

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

9.6 Continuation of Performance Through Termination

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

10.0 Contract Claims

10.1 Contract Claims

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

11.0 Arbitration

11.1 Arbitration

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

12.0 Comments Welcome

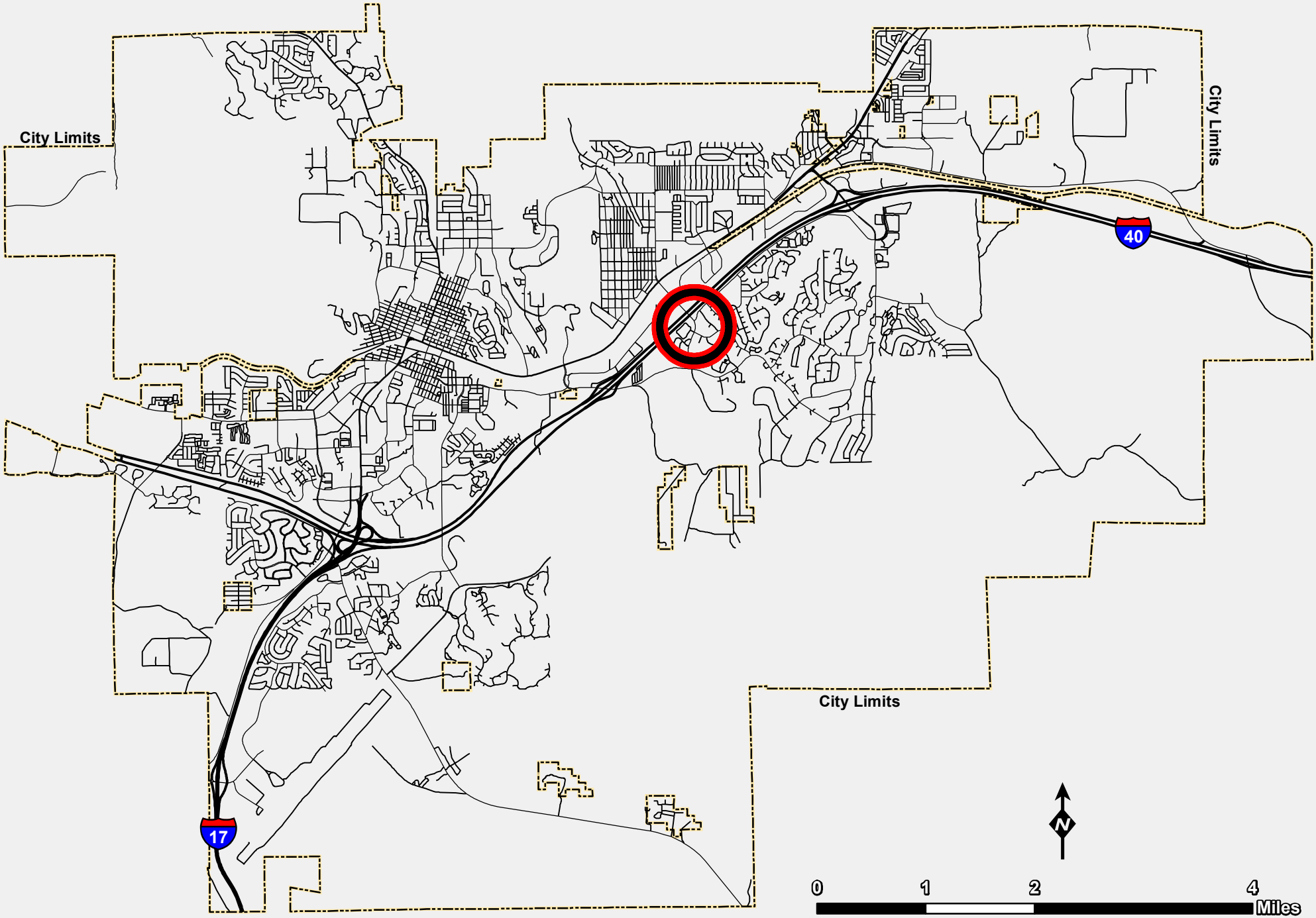
12.1 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 402, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2

4TH Street Reconstruction Context Map



4TH Street Reconstruction
Vicinity Map

AREA OF IMPROVEMENTS

N
W E
S

1 inch = 200 feet

Fourth St. / I-40 Bridge Replacement Update

June 4, 2019

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Current Status

3 Possible Construction Scenarios

1. Two Construction Seasons
2. 2-4 Month Closure
3. Bridge Slide: 2-3 week closure

Fourth St. / I-40 Bridge Replacement

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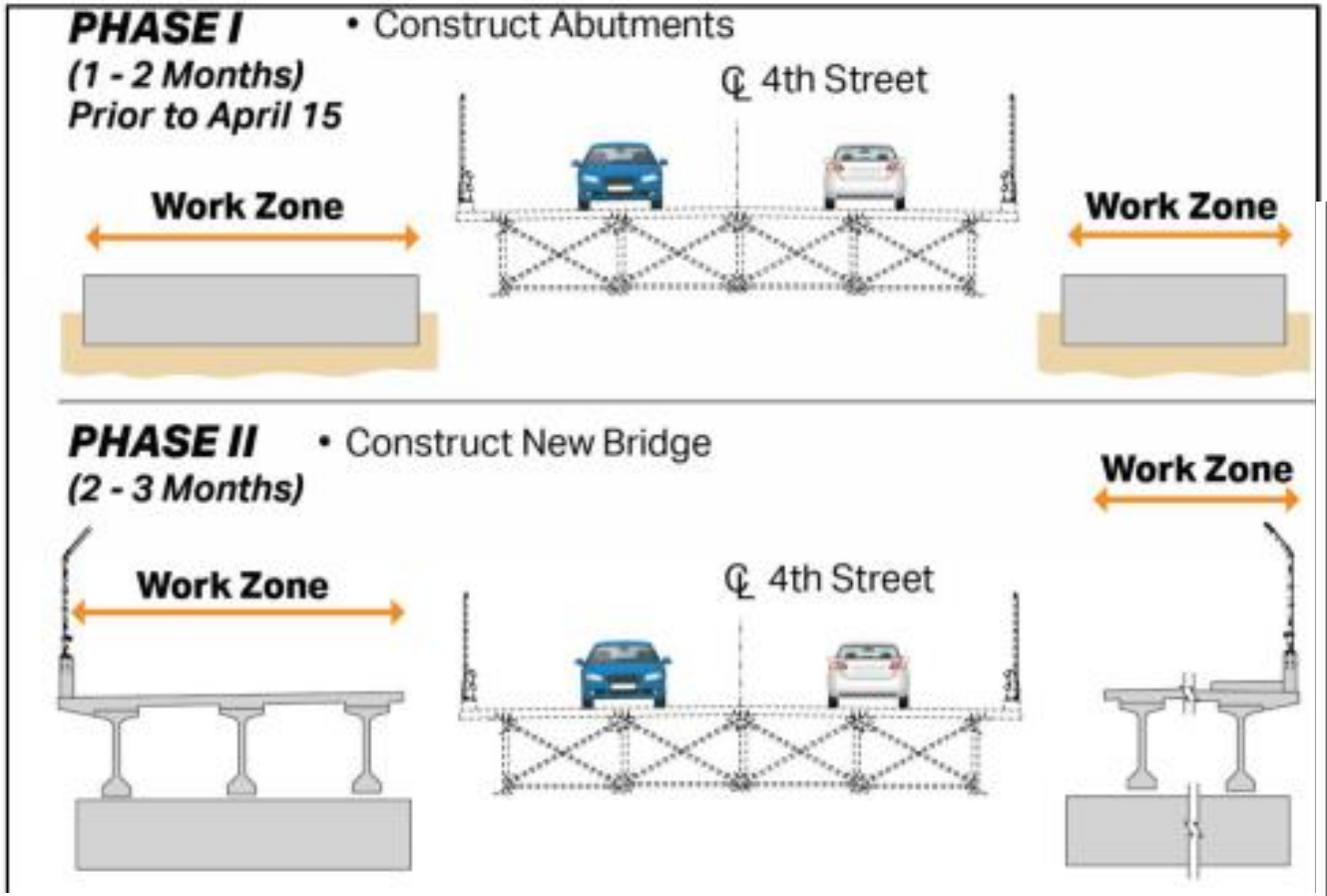
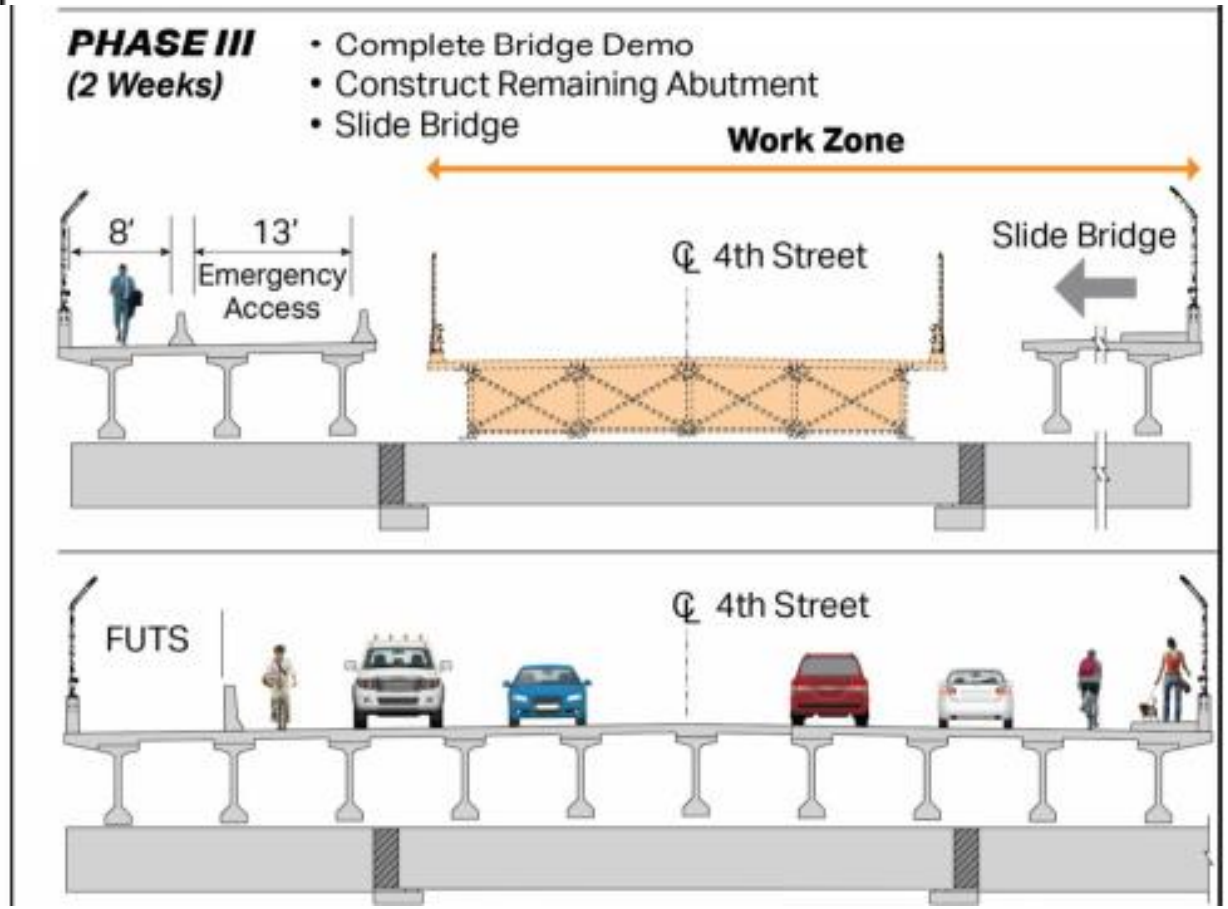
Bridge Slide Phasing





Fourth St. / I-40 Bridge Replacement

Budget Update

- Initial budget estimate:
  - $10.2 million & 50/50 cost share with ADOT
  - Current budget estimate: $12.0 million for Bridge Slide & 50/50 cost share with ADOT
  - Other options are in $11.6-$11.7 million range
- IGA to be updated this Fall to reflect new budget estimate and items for which the City will bear the entire cost
  - *i.e.* Additional Aesthetics, Retaining Walls and City IT Conduit

Fourth St. / I-40 Bridge Replacement

Public Information Meeting

- Public information meeting anticipated in mid-July
  - Specific date and details pending
  - Meeting to be conducted by ADOT and AECOM (Consultant)
    - City Staff will be available

Questions?

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Darr, Housing Director
Co-Submitter:	Tracey French, Acting Section 8 Manager
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-16: A resolution amending Section 5.2 of the Section 8 Administrative Plan to adopt a local preference for selection from the waiting list.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-16 by title only
2) City Clerk reads Resolution No. 2019-16 by title only (if approved above)
3) Adopt Resolution No. 2019-16

Executive Summary:

Resolution 2019-16, if approved, would create a local preference for Section 8 Vouchers. The City of Flagstaff Housing Authority (CFHA) administers 333 vouchers under Housing Choice Voucher Program, also known as Section 8, and maintains an annual lease-up rate of over 98%. Annually, the participant turnover rate is approximately 15%, which means about 50 new households can be admitted yearly from the Section 8 waiting list. Approximately 56% of applicants on the current Section 8 waiting list have addresses outside of the CFHA jurisdiction. Federal regulations governing the program allow the establishment of local preferences.

Financial Impact:

There are no cost savings or changes in expenditures associated with this item.

Policy Impact:

This item impacts the Section 8 Housing Choice Voucher Administrative Plan by changing the method of selection from the waiting list to provide preference to households living or working in the CFHA service area.

A Local Preference is a preference for admission of households who reside, are employed or have been hired in a specified geographic area. The Administrative Plan defines the City of Flagstaff Housing Authority's (CFHA) jurisdiction as the corporate boundaries of the City of Flagstaff, and surrounding areas included in the following zip codes 86001, 86002, 86003, 86004 & 86005.

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

Support Development and Increase the Inventory of Public and Private Affordable Housing for Renters and Homeowners Throughout the Community

- While this policy by itself doesn't increase the inventory of housing, if approved, it will prioritize housing vouchers for households living or working in the CFHA service area.

Has There Been Previous Council Decision on This:

No, there has not been a previous Council decision on this item. However, it was considered by the Housing Authority Board and was approved unanimously.

Options and Alternatives:

- Approve Resolution 2019-16 resulting in a local preference for households living or working in CFHA's service area.
- Do not approve Resolution 2019-16 resulting in current policy staying in place.

Background/History:

Federal regulation allows the establishment of waiting list selection preferences based on local housing needs and priorities. The selection preference must be described in the Section 8 Housing Choice Voucher Administrative Plan and included in the statement of policies that govern eligibility, selection, and admission to the program. Such policies must specify that use of residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or the age of any member of an applicant family.

CFHA is authorized to administer 333 Housing Choice Vouchers and maintains an annual lease-up rate of over 98%. Annually, the participant turnover rate is approximately 15%, equating to about 50 new households being admitted yearly from the Section 8 waiting list. In recent years the program has experienced an increase of applicants and newly admitted Section 8 participants from outside of CFHA's jurisdiction. Many of these newly admitted households choose to exercise portability, taking the voucher to another jurisdiction after the Federally-required initial one-year local lease term. This results in decreasing the number of households assisted within our jurisdiction.

Approximately 56% of applicants on the current Section 8 waiting list have addresses outside of the CFHA jurisdiction. It is anticipated that the upcoming transition to an online application system will likely result in more applications from outside the jurisdiction, including out-of-state. Without a jurisdictional preference, the increase in applicants from outside the jurisdiction could limit local households' opportunity to participate in CFHA's Section 8 program. The local preference ensures local households are served first.

The Section 8 waiting list has been closed (meaning applications are not being accepted) since October 2017. It is anticipated the waiting list will be open again in the coming months. Additionally, CFHA is preparing to implement a web-based application system for both Public Housing and Section 8, making it easier to apply for programs.

Key Considerations:

The establishment of a local preference would move applicants currently on the waiting list and living or working within CFHA's service area above those who live elsewhere and all new applications will be placed on the waiting list based on this criteria.

The preference will have no impact on the VASH program, as the participants come through a referral from the Veteran's Administration, not a waiting list.

An applicant will need to meet one of the following criteria to be eligible for the local preference:

- Primary residential address in CHFA's service area
- Employment in CHFA's service area
- Relocating for employment in CHFA's service area (must have with written employment offer)
- Self-employment in CHFA's service area (must have income earned in Flagstaff, after allowable expenses, equal to at least 20 hours per week at the minimum wage)

Expanded Financial Considerations:

There are no cost savings or changes in expenditures associated with this item.

Community Benefits and Considerations:

Staff anticipates that the number of non-local applicants will vastly increase when the web-based application system is launched later this year and the Section 8 waiting list is reopened. Without a local preference, the anticipated increase in applicants from outside the local area could limit the opportunity of local households participate in the Section 8 program. The local preference ensures that applicants living or working in the area are served first.

Additionally, after the Federally-required initial one-year local lease term, many non-local Section 8 participants choose to exercise their right to take their voucher to another jurisdiction, this is called "portability". CFHA does not get a new voucher to replace this portability voucher unless the receiving agency "absorbs" the voucher, an entirely voluntary action, and one CFHA has no control over. This results in a decrease in the number of households assisted within Flagstaff. The local preference could help to reduce the local impact of portability.

Community Involvement:

The Housing Authority Board considered and approved the suggested changes during the course of a regular meeting. Additionally, this proposed change was included in a public notice published in the Arizona Daily Sun and offering the opportunity for public comment. No comments were received.

Attachments: Presentation
Res. 2019-16

Resolution No. 2019-16:

A resolution amending the Section 8 Administrative Plan to **adopt a local preference for selection from the waiting list.**

Sarah Darr and Tracey French

June 4, 2019

TEAM FLAGSTAFF

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Background

- The City of Flagstaff Housing Authority (CFHA) administers 333 vouchers under **Housing Choice Voucher Program**, also known as **Section 8**

- Annual lease-up rate of over 98%.

- Annual turnover rate is approximately 15%, meaning only about 50 new households can be admitted yearly from the waiting list.

Background

- Approximately 56% of applicants on the current Section 8 waiting list have addresses outside of the CFHA jurisdiction.
- CFHA jurisdiction is zipcode based: 86001, 86002, 86003, 86004, 86005

Federal regulations governing the program allow the establishment of local preferences.

Background

- In recent years the program has experienced an increase of applicants and newly admitted Section 8 participants from outside of CFHA's jurisdiction.

- Many of these newly admitted households choose to exercise portability, taking the voucher to another jurisdiction after the federally-required initial one-year local lease term.

This results in decreasing the number of local households being assisted

Background

- The Section 8 waiting list has been closed (meaning applications are not being accepted) since October 2017. It is anticipated the waiting list will be open again in the coming months.

- Additionally, CFHA is preparing to implement a web-based application system for both Public Housing and Section 8, making it easier to apply for programs.

Local Preference

An applicant will need to meet one of the following criteria to be eligible for the local preference:

- **Primary residential address** in CHFA's service area
- **Employment** in CHFA's service area
- **Relocating for employment** in CHFA's service area
- **Self-employment** in CHFA's service area

Other Info

There is no impact on the VASH program, as the participants come through a referral from the Veteran's Administration, not a waiting list.

No comments were received during the public comment period.

<u>Resolution No. 2019-16:</u>

A resolution amending the Section 8 Administrative Plan to **adopt a local preference for selection from the waiting list.**

Questions?

TEAM FLAGSTAFF

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RESOLUTION NO. 2019-16

A RESOLUTION AMENDING SECTION 5.2(A) OF THE SECTION 8 ADMINISTRATIVE PLAN

RECITALS:

WHEREAS, the City of Flagstaff (the "City") has adopted a Section 8 Administrative Plan for the administration of the Section 8 Housing Choice Voucher program; and

WHEREAS, pursuant to 24 C.F.R. 982.207 the City may establish waiting list selection preferences based on local housing needs and priorities; and

WHEREAS, the City Council has read and considered the staff summary report and finds that it is in the best interest of the City to amend Section 5.2 of the Section 8 Administrative Plan to adopt a residency preference for selection of applicants from the waiting list.

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

SECTION 1 That Section 5.2(A) of the Section 8 Administrative Plan is hereby amended to read as follows:

5.2 PREFERENCES

Consistent with the CFHA Agency Plan, the CFHA will select families based on the following preferences based on local housing needs and priorities.

A First Preference – ~~Applicants will be accepted from both residents and non-residents~~. Local Residency. Applicants who qualify for the local preference are applicants:

1 Whose current primary residential address is in Flagstaff including incorporated and unincorporated areas with an 86001, 86004, 86004, 86005 or 86011 Zip Code (hereinafter referred to as Flagstaff);

2 Who are employed by a third party in Flagstaff;

3 Who are relocating to Flagstaff for purposes of employment; or

4 Who are self-employed in Flagstaff.

The following definitions will be used to determine qualification for local preference.

a) Primary residential address. This is the place where the household lives full time. In cases where more than one residence is maintained, or the household does not live together, the primary place of residence will be where a household member is on the lease or pays rent. If the household maintains one residence or lives together, the place where the Head of Household lives will be considered the

primary residence. A current lease for an address in Flagstaff or a current driver's license with a Flagstaff address will be accepted as verification of residency.

b) Employed. The Head of Household, spouse or co-head of household must be currently employed by a third-party for at least the minimum wage, for a minimum of 20 hours per week, and for a minimum of 36 weeks per year. An employer statement, on employer letterhead, of current employment in Flagstaff will be accepted as verification of employment.

c) Relocating for Employment. The Head of Household, spouse or co-head of household must have an offer of employment from a third party for at least the minimum wage, for a minimum of 20 hours per week, and for a minimum of 36 weeks per year. The offer must include a fixed start date. A voluntary transfer within the same company from another location will not be considered a valid offer of employment. An employer statement, on employer letterhead, of guaranteed future employment in Flagstaff will be accepted as verification of employment.

d) Self-employment. The Head of Household, spouse or co-head of household must have income earned in Flagstaff, after allowable expenses, equal to at least 20 hours per week at the minimum wage. Schedule C of the most recent tax return and self-certification of earnings in Flagstaff will be accepted as verification of self-employment.

SECTION 2. This resolution and the amended Administrative Plan Section 5.2 shall become effective on the 4th day of June 2019.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of June 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Dean Coughenour, Director of Risk Management

Date: 05/29/2019

Meeting Date: 06/04/2019

TITLE:

Consideration and Approval of Contracts: Annual Workers' Comp and General Liability Insurance.

STAFF RECOMMENDED ACTION:

1. Approve the renewal of our Workers' Compensation agreement with CopperPoint Mutual with an estimated premium of $515,847.
2. Approve the renewal of our property insurance agreement with A.I.G. with an estimated premium of $234,916.
3. Approve the renewal of our General Liability, Auto, Umbrella and associated lines of coverage with travelers Insurance with an estimated premium of $729,590.

Executive Summary:

By renewing our Workers Compensation coverage with CopperPoint Mutual, the City will spend $32,853 less next fiscal period. Since policy period ending 6/30/14 we have saved over $2,100,000 in renewal premiums verses the premium paid in fiscal 2013-2014. The estimated annual premium for 2019-2020 is less than the total paid during the 2001-2002 fiscal period.

By renewing our property, coverage with AIG the City will pay $35,596 more next fiscal period. A portion of this increase ($5,306.25) is attributed to the new Public Works yard. The rest of the increase is driven in part by the roof claim for Council Chambers and by a rapidly hardening property market in the United States.

By renewing our General Liability, Auto, Umbrella and associated lines of insurance coverage with Travelers Insurance Company the City will expend $23,046 more next fiscal period. This is primarily due to an adverse loss the City experienced in relation to a January 2011 claim and an increase in number of newer vehicles. The City has saved $2,000,000 in renewal premium verses premium paid in fiscal year 2013-2014 on our General Liability, Auto, Property and related coverage, not withstanding an increase in exposures.

The City's Workers Compensation coverage is insured with Copperpoint Mutual and has been for over ten years. Because of the efforts of our employees and the subsequent reduction in injuries, we have been able to secure a reduction in each of our renewals over the last six years. Since policy ending June 30th, 2014, estimated payroll subject to insurance carrier premium has increased 24% while actual premiums have decreased 50%.

The City of Flagstaff carries insurance to protect the City from unexpected financial loss. Coverage areas

include auto, general liability, excess liability ($20 million), property coverage, crime, cyber, airport liability in the amount of $40 million, employer's liability, errors and omission coverage, and other supplemental coverages as appropriate. Our current carrier for most lines of coverage is Travelers Insurance. The City has a $75,000 self-insured retention on both general and auto liability claims. This self-insured retention applies to both legal fees incurred as well as settlement amounts.

Our property coverage is insured with AIG and is subject to a $25,000 deductible. We have been insured with AIG since July of 2014.

Financial Impact:

The net fiscal impact of insuring all lines of coverage is less than a two percent increase in premiums or $26,788.

Policy Impact:

None

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

There is no specific Council Goal that relates to insurance renewals, however this coverage supports the financial stability of the City.

Has There Been Previous Council Decision on This:

This is a yearly renewal that is considered by Council.

Attachments: Presentation

Insurance Renewals

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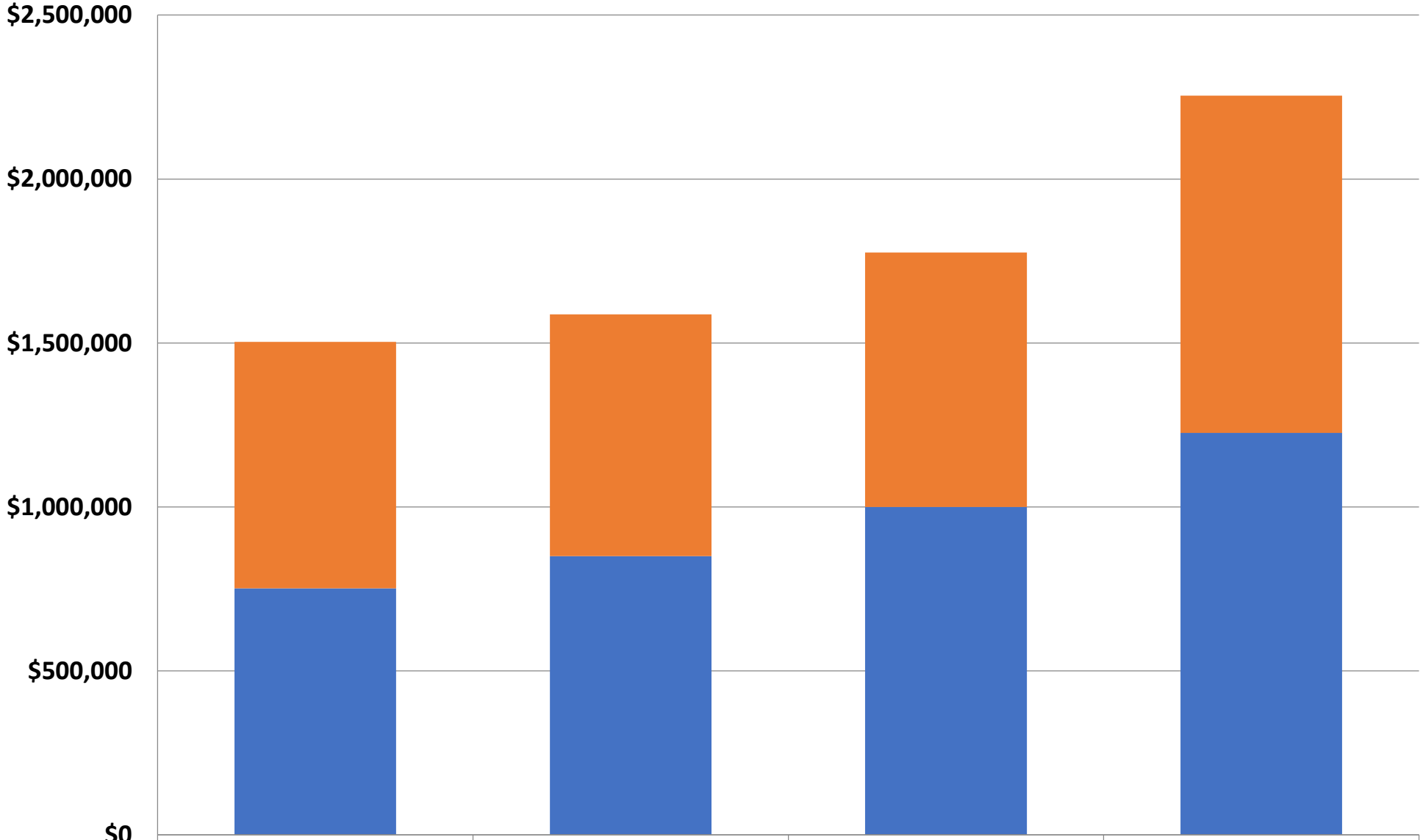
Renewals prior to a change in Risk Management



	2010-11	2011-12	2012-13	2013-14
Workers' comp	$751,471	$737,479	$775,665	$1,028,366
P & C	$751,906	$849,996	$999,986	$1,226,093

Broad Types of Insurance

- Property
- Liability
- Auto
- Crime
- Excess
- Airport Liability
- Workers' Compensation

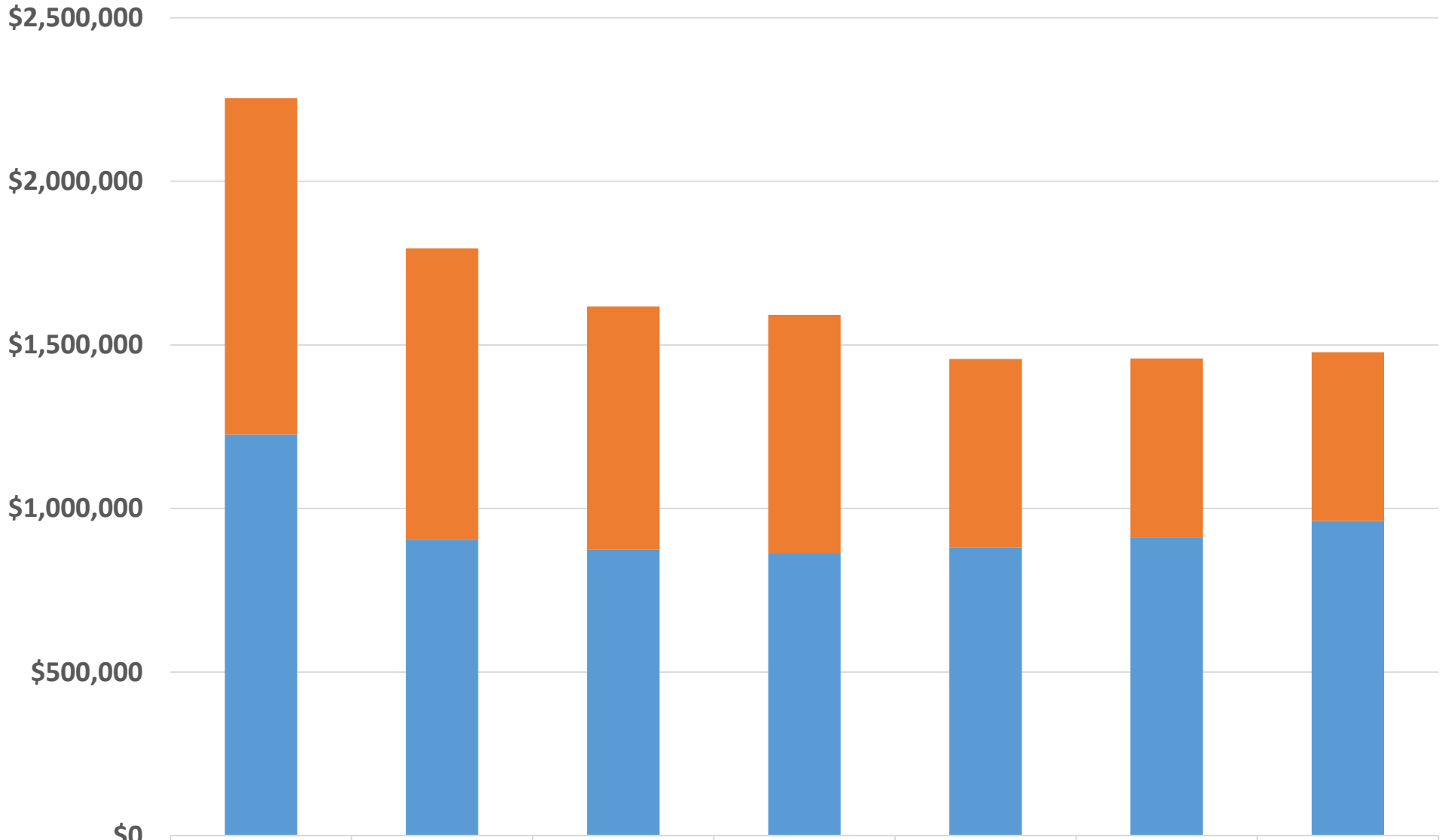
Results of New Program

- Employee recordable injuries down near 50%
- Serious injuries down over 80%
- Early intervention in liability related incidents
- Real time communication and prompt reporting

Results of New Program

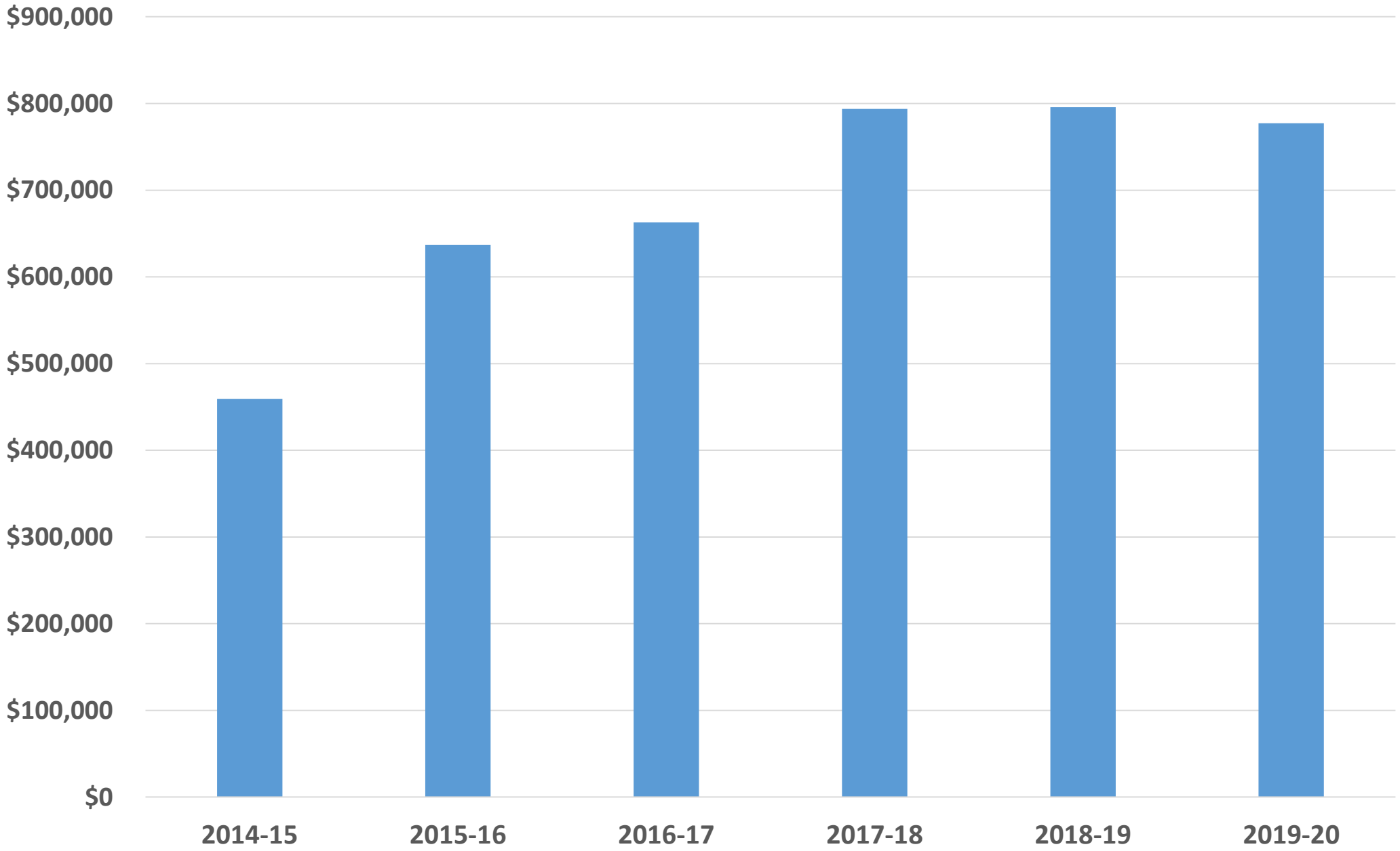
- Innovative, “in the field”, training programs such as “Saving Our Assets 2018 and Leadership and Motivation”
- Cultivation of vendor partnerships

Renewals After a Change in our Program



	2013-14	14-15	15-16	16-17	17-18	18-19	19-20
Workers' comp	$1,028,366	$890,000	742,455	$730,000	$576,000	$548,700	$515,847
P & C	$1,226,093	$905,000	875,000	$861,678	$880,680	$910,052	961,506

Savings Compared to 2013-14 premiums
$4.1 Million

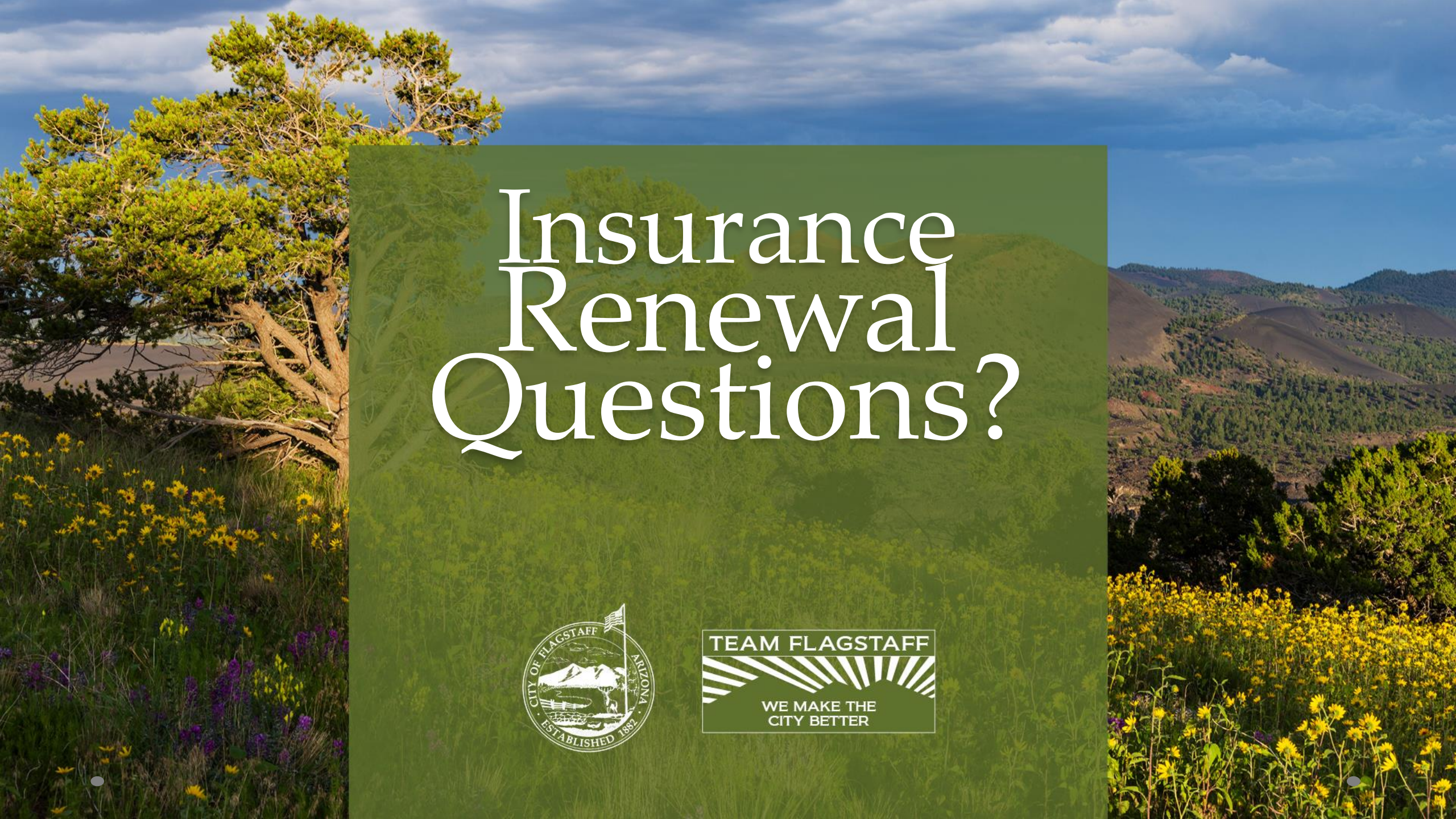


Crystal Ball

- Modest increase in liability premium fiscal year 20/21
- Potential increase in our current $75,000 liability self insured retention over the next 1 to 3 years
- 15 to 20% increase in Property premium fiscal year 20/21

Crystal Ball

- A 10 to 15% increase in Workers' Compensation premium fiscal year 20/21 due to increased exposures and rate changes
- Self insurance of Workers' Compensation possible in 3 to 5 year window


Insurance
Renewal
Questions?
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8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Eli Reisner, Project Manager - ER
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Approval of Construction Contract: Recommended Approval of the Construction Contract with Mountain High Excavation, LLC. in the amount of $845,051.00 for the Aztec Street Improvements Project.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with Mountain High Excavation, LLC. in the amount of $845,051.00, which includes a $56,000.00 Contract Allowance and a Contract Timeframe of 120 calendar days; and
2. Approve Change Order Authority to the City Manager in the amount of $78,905.10 (10% of the Contract Price, less the Contract Allowance); and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends a Construction Contract award of $845,051.00 to Mountain High Excavation, LLC., which will authorize the construction of the Aztec Street Improvement Project (the Project) in accordance with the approved public improvement plans prepared by Shephard Wesnitzer, Inc. (SWI). The Project can be generally described as a utility and roadway improvements Project on N. Aztec Street from W. Santa Fe Avenue north to the Frances Short Pond. The improvements consist of replacing approximately 900 LF of water main, 10 water services, 3 fire hydrants, 250 LF of sewer main, 5 sewer services, 2 manholes, 3,900 SY of roadway pavement, select edge improvements, placing 2,000 SY of full-width asphalt overlay, and other associated work. Pending Council approval, construction is anticipated to begin in July 2019 and is anticipated to be complete in October 2019. Please refer to the attached context and vicinity maps.

Financial Impact:

The Project will be funded by the Road Repair and Street Safety Program under the Aztec Street FY 2019 and 2020 budget appropriations of $960,910 (FY 19) and $195,338.00 (FY 20) totaling $1,156,248.00 in Project Account Number 046-05-116-3342-6.

Policy Impact:

No impact.

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

Council Goal 2017 – 2019 Transportation and Other Public Infrastructure
Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Regional Plan – Goal T.2.
Improve transportation safety and efficiency for all modes**.**

Team Flagstaff Strategic Plan – Priority #3: Foster a resilient and economically prosperous city
2. Deliver outstanding services through a healthy environment, resources and infrastructure.

Has There Been Previous Council Decision on This:

Yes, Council previously approved the ballot language for the Road Repair and Street Safety Initiative (Prop. 406). Also, the Council approved and adopted the Road Repair and Street Safety - Utility Replacements and Overlays - Aztec Street FY 2019 budget.

Options and Alternatives:

1. Approve the award as recommended. Approval will allow work to move forward in the calendar year 2019; or,
2. Reject approval of the award. This action would delay the project until next construction season. If rejection occurs, possible options include:
    a. Re-advertise the Project and open new bids; or
    b. Suspend or cancel the Project completely.
    c. Consider another delivery method (CMAR or Design/Build)

Background/History:

On November 18, 2014, Council adopted the results of the General Election held on November 4, 2014. In the Election, voters approved a dedicated sales tax increase, Proposition 406, which included funding for road repairs and street safety improvements throughout the City of Flagstaff. Aztec Street qualified to receive pavement and utility improvements due to its existing pavement overall condition index (scale of 100-0) being at or below 50 and its existing utilities needing repair or replacement due to repeated maintenance or age.

On April 4, 2019, the Purchasing Section posted an Invitation for Bids (IFB) solicitation for construction on the PlanetBid's website and advertised the IFB in the Arizona Daily Sun on April 7 and 14, 2019. There were four (4) bids received and opened electronically on April 26, 2019. A summary of the bids received is identified in the Key Considerations section below. Mountain High Excavation, LLC. was determined to be the lowest responsive and responsible bidder.

Key Considerations:

On April 26, 2019, four (4) bids were received for the project.

Mountain High Excavating, LLC	$ 845,015.00
Kinney Construction, LLC.	$ 977,889.00
Eagle Mountain Construction Co.	$ 1,096,000.00
Standard Construction Company, Inc.	$ 1,110,667.00

Engineer's Estimate (without the Contract Allowance): $1,104,746.76

The Contract Allowance is established to address certain unforeseen items of work where details cannot be determined at the time of contracting and is included in the Contract Amount. The $56,000.00 Contract Allowance is 7.1% of the low bid amount, excluding the Contract Allowance. The Contract Allowance is used only at the City's discretion.

Change Order Authority is established to address inevitable differing field conditions usually becoming time-sensitive major construction issues resulting in unforeseen costs that are more than the Contract Amount. Change Order Authority provides the City Manager, on behalf of the Council, the administrative authority to amend the Contract Amount up to an established dollar amount (10% of the Contract Price, less the Contract Allowance) and is only utilized if the Contract Allowance is or would become exhausted.

Expanded Financial Considerations:

The Project will be funded by the Road Repair and Street Safety Program under the Aztec Street FY 2019 and 2020 budget appropriations of $960,910 (FY 19) and $195,338.00 (FY 20) totaling $1,156,248.00 in Project Account Number 046-05-116-3342-6.

Community Benefits and Considerations:

- Replacing and or abandoning aged and defective existing water and sewer infrastructure, ranging from 93 – 100 years old, to meet current standards.
- Abandoning the existing water main being replaced to reduce costs.
- Replacing aged and deteriorated asphalt that is no longer maintainable with a chip seal or overlay and improving the streets ride quality and longevity.
- Reducing the required maintenance of existing infrastructure by replacing it with new infrastructure.

Community Involvement:

Inform, Involve, Empower:

- Voters approved a dedicated sales tax increase to fund road repairs and street safety improvements throughout the City of Flagstaff in November 2014.
- Since 2015 the Project has been listed as a proposed project in the interactive map on the Road Repair and Street Safety section of the City of Flagstaff's Website at: www.flagstaff.az.gov/roadsafety.
- Updates to the Road Repair and Street Safety Program, which included the proposed Project, have been presented by the Capital Improvements Engineer at multiple Transportation Commission Meetings, Council Meetings, and Budget Meetings.
- A public meeting was held on May 4, 2016 at the Joe C. Montoya Community & Senior Center where City Staff and SWI were in attendance to present the Project and hold discussions with residents from the neighborhood regarding the proposed Project.
- In May 2019 staff sent out temporary entry permit requests and Project Notices to the residents adjacent to the Project.
- Staff has met with individual property owners during design and will continue to do so through construction.
- Periodic updates will be provided to the Public during construction.

Expanded Options and Alternatives:

1. Approve the award as recommended. Approval will allow work to move forward in calendar year 2019; or,
2. Reject approval of the award. This action would delay the Project until next construction season. If rejection occurs, possible options include:
    a. Re-advertise the project and open new bids; or
    b. Suspend or cancel the Project completely.
    c. Consider another delivery method (CMAR or Design/Build).

Attachments:

Construction Contract
Contract Exhibit A
Contract Exhibit B
Context Map – Aztec Street Improvements
Vicinity Map – Aztec Street Improvements
Justification Form - Aztec DBB CA & ACO

CONSTRUCTION CONTRACT #2019-113

City of Flagstaff, Arizona
and
Mountain High Excavating, LLC

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2019, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Mountain High Excavating, LLC, an Arizona limited liability company with offices at 4183 E. Huntington Drive, Flagstaff, Arizona ("Contractor"). 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 **North Aztec Street Improvements 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;

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

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

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

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$845,051.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

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

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

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

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

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

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

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **one hundred twenty (120) 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:	**If to Contractor:**
Patrick Brown, C.P.M. CPPB	Joe Dutson
Purchasing Manager	Project Manager
211 West Aspen Avenue	4183 E. Huntington Drive
Flagstaff, AZ 86001	Flagstaff, AZ 86004

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

15. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined

based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

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

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

18. Amendment of Contract. This 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.

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	**Contractor, Mountain High Excavating, LLC**

Barbara Goodrich, 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 up to 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 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 statues 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 policies required by this contract 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 Water Services (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 in other areas of the city. The contractor should obtain current locations from the Water Services 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 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 PREPARATION AND COORDINATION (revise to include new subsection as follows)

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

105.2.2 RECORD DRAWING (As-Built Plans)

(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

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)

The 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 suspension shall be by field order, change order or original contract. 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.

107.8 107 USE 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.

(revise to include the following)

Survey monuments and property corners shall be identified, protected and not disturbed except as noted on the plans. All costs associated with protecting or re-establishing disturbed survey monuments and property corners shall be the sole responsibility of the contractor. Re-establishing all monuments and property corners shall be performed by a current Licensed Arizona Surveyor pursuant to the Arizona Board of Technical Registration and all applicable state statutes. Monuments and property corners shall be in place and visible prior to final acceptance of the project.

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 commencement of underground work. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing underground work including 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 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 the 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.

109.1 MEASUREMENT OF QUANTITIES:
(delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

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. If 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

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 Engineering Inspector prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Engineering Inspector. 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 Engineering Inspector.

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

Erosion control and native seeding shall comply with Chapter 13-17 of the City of Flagstaff Engineering Standards.

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	*(Lolium multiflorum)*	30 lbs/acre
Oats	(*Avena sativa)*	60 lbs/acre
Regreen©	(*Triticum aestivum x Elytrigia elongata)*	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.

ADOT PART 700 - MATERIALS

ADOT SECTION 708 – PERMANENT PAVEMENT MARKINGS

708-5 BASIS OF PAYMENT:
(replace the first paragraph)
Delete the first paragraph and replace with;

Longitudinal pavement striping as described and specified in the contract documents shall be paid for at the contract lump sum amount, complete in place, including glass beads.

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

SPECIAL PROVISIONS FOR THE
N. AZTEC STREET IMPROVEMENTS
ROAD REPAIR AND UTILITY REPLACEMENT

PREPARED BY SHEPHARD - WESNITZER, INC.
SWI PROJECT NUMBER 15304
MARCH 15, 2019

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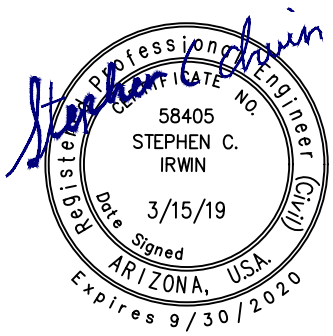


PART 000 – INTRODUCTION

The contractor is responsible for obtaining, at his/her own expense, a copy of each of the most recent specifications and details listed below:
City of Flagstaff Revisions to MAG Uniform Standard Specifications and Standard Details
City of Flagstaff General Provisions
City of Flagstaff Engineering Design Standards and Specifications
MAG Specifications and General Provisions

ATTACHED GEOTECH REPORT AND ADDENDUM

MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND CONSTRUCTION (WITH REVISIONS THROUGH JANUARY 2017) AND C.O.F. GENERAL PROVISIONS ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

PART 100 – GENERAL CONDITIONS

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.6 SUCONTRACTORS' LIST
(Revise to include)

The Contractor shall submit a subcontractor list to the City with the proposal pamphlet. It shall include the list of anticipated subcontractors and the dollar amount and percentage of contract work that each subcontractor will perform.

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE WORK:
(Revise the second paragraph to read)

The bidder shall examine the site of the proposed work and all documents pertaining to the work. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and is familiar with the character, quality and quantity of the work to be performed and material to be furnished.

102.6 SUBCONTRACTORS LIST:
(Revise to include)

The Contractor shall submit a subcontractor list to the City with the proposal pamphlet. It shall include the list of anticipated subcontractors and the dollar amount and percentage of contract work that each subcontractor will perform.

SECTION 104 – SCOPE OF WORK

104.1.1 GENERAL:
(Revise MAG to include the following)

The N. Aztec Street Improvements project is Bundle 1 of the City of Flagstaff's Road and Repair and Street Safety Program. The project limits extend north from W. Santa Fe. Avenue to the Francis Short Duck Pond near Thorpe Park. Utility improvements include the replacement of the existing 8" water main and services from W. Santa Fe. Avenue to W. Birch Avenue and the replacement of the existing 8" sewer main and sewer services from W. Birch Avenue to the alley between W. Aspen Avenue and W. Birch Avenue. Surface improvements include: asphalt overlay, asphalt pavement removal and replacement, asphalt swale removal and replacement, and the replacement of select existing sidewalk and sidewalk ramps

Pre-Construction Video

The Contractor shall record and provide the City with a pre-construction video (in readable format) of the full construction area prior to mobilization, paying special attention to the private property boundaries, private improvements, and adequately documenting the existing conditions within the project corridor. This video will serve as a record of pre-existing conditions and it is in the best interest of the Contractor to record a thorough document for the record.

104.1.2 MAINTENANCE OF TRAFFIC:
(Revise MAG to include the following)

Prior to the Notice to Proceed, the Contractor is responsible for preparing, submitting and obtaining approval of a detailed traffic control plan, including all traffic control for street/lane closures, work phasing, detours, etc., by the City of Flagstaff Traffic Department. A Right of Way Permit will not be issued until the Traffic Control Plan is approved By the City of Flagstaff.

Detailed traffic control plans shall include provisions for access to all adjacent private properties within the project area. Access to all residential driveways shall be provided during non-working hours. Where property has more than one driveway, no more than one access will be restricted or closed at on time. The Contractor may temporarily limit access to properties through advance written notice and coordination with the City's Project Representative and the property owners. Should it be necessary to close access to a private property, driveway, or alley entrance the closure must be for as short a time as possible and be restored at the end of the work shift. If primary access cannot be restored, the Contractor shall provide an alternative, which will be coordinated with the resident and preapproved by the City's Project Manager prior to any restrictions being implemented.

Any full street closures will require the approval of the City, re-routing through the Neighborhood with adequate temporary signage/signals, notification to emergency responders, notification to the Flagstaff Unified School District, notification to residents in the project area, and notification to the residents along the proposed route. All street restrictions or closures must be coordinated with emergency responders.

The Contractor shall be required to provide at least one (1) week advance written notice of all street closures and traffic restrictions to all affected residents, property owners, business owners, including those properties on a detour route and to the City. The notice shall be submitted to the City for review and shall include the projected date, and duration of the closure and alternate detour routes. Each notice shall include the Contractor's name, contact person and local 24-hour telephone number as well as the City Project Manager's name and telephone number.

Existing pedestrian and bicycle facilities shall be continued through or around the construction zone. The Contractor is responsible for securing the construction site and maintaining safe passage for pedestrian and bicycle traffic.

Transit stops and pedestrian access thereto shall be maintained. Should construction occur during the school year, any existing school bus stops will need to be temporarily relocated to another location acceptable to the Flagstaff Unified School District Transportation Director. The

Contractor shall coordinate any school bus stop relocations through the Flagstaff Unified School District Transportation Director, Joe Martin at 928-527-2300.

Special Access Requirements:

School Access:

The Contractor shall be required to maintain vehicular access to south parking lot to Flagstaff Middle School and Flagstaff Community Christian Schools, at the north end of the project, throughout the construction duration. Should the Contractor determine that a temporary closure will be need to perform the required work the Contractor shall coordinate any activities that may impact the schools a minimum of 1 week prior to the scheduled activities.

Thorpe Park Access:

Thorpe Park is a community park located at the north end of the project. Access to the southeast parking lot of the Park is made from N. Aztec St. The Contractor shall maintain access to the southeast parking lot of Thorpe Park throughout the construction duration. Should the Contractor determine that a temporary closure will be needed to perform the required work the Contractor shall coordinate the request with the City Project Manager. The City Project Manager will coordinate the request with appropriate City Staff to determine if the requested temporary closure is acceptable.

Sanitation Pickup:

Trash and recycle pickup in the project area is scheduled every Monday and Thursday, respectively. When construction activity interferes with pickup, the Contractor shall provide for sanitation vehicle access to the affected properties or relocate the trash containers where access is acceptable. The Solid Waste Division of the Public Works Department contact is 213-2110. The contact number for Waste Management is (928) 779-6050. If trash or recycle pick up is obstructed by the construction activity, the Contractor will be responsible for proper disposal.

Traffic Control and Safety:

At the time of the Pre-construction Conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic. The Contractor shall designate and provide the contact information of one person who shall be available during non-construction hours in case any traffic control and/or safety items that need to be handled in an urgent manner. This representative must be within 20 minutes response time from the project area and must be able to operate equipment.

Emergency Access:

Street closure information shall be coordinated by the Contractor and submitted to the Traffic Engineering Group, the City's Project Manager, and upon approval will forward the information to all First Responders. All notices shall be submitted at least 1 week in advance of the closures. First Responders contact is Lisa Bartlett Lisa.Bartlett@nahealth.com.

U.S. Postal Service Access:

The Contractor shall be responsible for maintaining access for Postal Service within the project area at all times. The Contractor shall coordinate this work with Jessica Moore, 928-714-0524 jessica.h.moore@usps.gov, at the U.S. Postal Service to avoid interruption of mail service. Mailboxes shall be protected in place. Should an existing mailbox be damaged by construction activity, the Contractor shall promptly remove and replace the damaged mailbox with like kind; including post and foundation, at no cost to the resident or the City. Placement of any mailbox shall be in accordance with USPS requirements. The Contractor shall maintain mailboxes so that no disruption of mail service shall occur. If mail disruption is anticipated, the Contractor shall notify the City's Project Manager, Inspector, affected property owner and/or resident(s) at least 48 hours in advance.

104.2 ALTERATION OF THE WORK:

104.2.3 Due to Extra Work

(Revise to include the following)

At the pre-construction meeting, the Contractor will submit for review and approval of equipment and personnel rates that will be used to determine compensation for all extra work performed. These rates will be used when determining the cost of extra work if bid unit line item prices are not practical. Profit, taxes and markup for all extra work will be in accordance with the appropriate MAG sections if bid unit line item prices are not used.

The following Contingencies are included and hereby incorporated into the contract documents as follows:

Trench Rock Excavation shall include all equipment, labor and materials necessary to conduct trenching activities sufficient to install all proposed underground improvements. The Trench Rock Excavation Contingency bid item includes an estimated quantity in the Bid Schedule and has the same requirements and restrictions as the Contract Allowance.

Unsuitable Material shall include all equipment, labor and materials necessary to remove unsuitable materials and replace with materials that conform to the project specifications. The Unsuitable Material Allowance bid item includes an estimated quantity in the Bid Schedule and has the same requirements and restrictions as the Contract Allowance.

Subgrade Stabilization shall include all equipment, labor and materials necessary to stabilize the subgrade after unsuitable material has been removed and replaced with materials that conform to

the project specifications. The Contractor is responsible for coordinating proposed solutions that may be acceptable to the City of Flagstaff. Proposed solutions (including the use of geogrid) will be paid out of the Subgrade Stabilization Allowance bid item.

SECTION 105 – CONTROL OF WORK

105.2.1 RECORD DRAWING (As-Built Plans)

(revise to include new subsection as follows)

The CONTRACTOR shall maintain a set of redlined copy of the project plans including changes made in construction of the project. The redline copy shall be updated on a weekly basis in preparation for the weekly construction meeting. The CONTRACTOR shall provide the ENGINEER with a copy of the redline plans upon completion of the project to be submitted with the final as-built plans.

No separate measurement and payment shall be made for the redlined copy of the project plans. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

105.5 COOPERATION OF CONTRACTOR

(revise to include the following)

The Contractor's Project Manager and Project Superintendent shall attend weekly construction progress meetings. The Contractor shall be prepared to discuss construction schedule, construction activities planned for the upcoming three (3) weeks (submit proposed three (3) week schedule), problems, issues, any information required by the City's Project Representative, construction staking, business/residence/citizen complaints, safety, traffic control and pedestrian access requirements, weather delays experienced during the previous week, disposal of materials, access/construction coordination with businesses/residences, inspection/testing, overtime worked during the previous week, payments, water/sewer service disruption, submittals, field orders/field changes and any other business as necessary. The Contractor may need to prepare meeting agendas and meeting minutes if required by the City's Project Representative. If required, minutes shall be distributed within four (4) working days after the meeting.

Public Involvement: At the time of the Pre-construction Conference, the Contractor shall designate an employee that is fully responsible for coordination with the public, including but not limited to; the property owners, renters, leasers, Public media, the City of Flagstaff Public Information Officer and Mayor/Council. This person shall be qualified and experienced in public coordination and shall be available during all periods of construction to coordinate any issues.

105.6 COOPERATION WITH UTILITIES

(Revise MAG to include the following)

Existing utilities have been shown on the plans to the greatest extent possible, but there is no guarantee that all utility conflicts have been identified. The Contractor shall notify all Franchise Utility Companies of the Contractor's intent to begin work. In particular, the Contractor shall make use of the Blue Stake service by calling 1-800-STAKE-IT at least 2 working days before

beginning work. The Contractor shall exercise all care to avoid damaging utilities whether shown on the plans, staked in the field, or not.

105.8 CONSTRUCTION STAKES, LINES AND GRADES

(Revise MAG to include the following)

Unless noted otherwise in the contract documents, the Contractor shall layout the work from the lines, grades and dimensions shown on the drawings. The Contractor shall be responsible for all such work for the duration of the project. The Contractor shall provide all construction staking necessary for the project based upon control points shown on the plans or provided by the Engineer. The Contractor shall provide appropriate identification and verification of furnished control points prior to commencing survey. The Contractor shall immediately notify the City in writing of any dimension or grade errors, before proceeding with the work.

105.12 MAINTENANCE DURING CONSTRUCTION

(Revise City of Flagstaff General Provisions to include the following)

The Contractor is required to protect work during inclement weather. Construction drains shall be provided as needed to enable water to drain from the construction area rapidly and without damaging work in progress or adjacent properties. To further promote good drainage of the site, drainage channels, culverts, and structures, shall be constructed from downstream to upstream in such a way that, during construction, they do not impede the flow of water from the construction area. The Contractor shall utilize pumps to remove ponding water immediately during all stages of construction during both working and non-working hours.

Damage to any portion of the work caused by the contractor's failure to provide adequate drainage of the construction area, or to order the work so as to minimize the possible extent of such damage, shall be repaired at the Contractor's expense. No extension of time shall be granted on account of the time required to make such repairs.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.2 PERMITS

(Revise MAG to include the following)

The City of Flagstaff Capital Improvements Program will prepare Temporary Entry Permits for the work to be done on private property as needed. A copy of these permits will be provided to the Contractor and shall be kept on site during construction.

The Contractor shall be required to obtain City, ADEQ, and other required permits.

Erosion Protection and Site Restoration

The size of the project is greater than one (1) acre. The Contractors is required to submit a Notice of Intent and Notice of Termination to the Arizona Department of Environmental Quality. The Contractor shall use best management practices (BMP) in controlling stormwater runoff. A stormwater pollution prevention plan (SWPPP) has been included in the construction documents for the Contractor’s use. The Contractor shall develop and maintain a SWPPP inspection and maintenance binder that is to be kept on site during construction.

Measurement and Payment

Measurement shall include all items required to comply with the requirements of the AZPDES permit program and City of Flagstaff requirements. The cost for obtaining and complying with the AZPDES permit, inspection documentation, erosion control devices and all work associated with stormwater protection shall be included in the pay item for SWPPP.

107.5.1 ASBESTOS MATERIALS:
(Revise MAG to include the following)

The Contractor is cautioned that there could be existing asbestos-concrete (AC) waterline piping within Aztec Street. One block of water main on this project is scheduled to be abandoned in place and one block of pipe is scheduled to be removed and replaced. Asbestos concrete piping may or may not be present in other portions of the project(s).

The Contractor is responsible for all work associated with these activities to complete the project as shown on the construction documents.

The Contractor shall strictly follow City of Flagstaff requirements regarding the handling, removal and disposal of asbestos containing materials, see CITY OF FLAGSTAFF AMENDMENTS to MAG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION Section 107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM).

All work relating to the removal and disposal of materials as described above shall be incidental to the project and no separate payment shall be made for this work.

107.6 PUBLIC CONVENIENCE AND SAFETY
REMOVAL OF PARKED VEHICLES
(revise to include the following)

The Contractor shall give written notice, describing the proposed work and parking restrictions, to each adjacent business or residence. Written notice (with specific dates of anticipated construction work) shall be provided at least one (1) week in advance of the work. In the event that the work requires removal of parked vehicles, they will be removed to the nearest convenient side street at the Contractor's expense. No separate payment will be made for this work.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE
(Revise MAG to include the following)

Prior to construction commencing, the Contractor shall prepare a video recording of the project area that adequately shows each private property within the project corridor to document existing conditions. A copy of this video shall be provided to the City in a viewable format.

The Contractor shall take special care to control construction-related dust and noise and to keep the project site cleaned up to the greatest extent possible. The Contractor is responsible to

coordinate alternate measures for any impacted operations as mentioned which are acceptable to the parties involved.

Survey monuments and property corners shall be protected and not disturbed unless specifically called out on the plans for replacement. All costs associated with protecting or re-establishing disturbed survey monuments and property corners shall be borne solely by the Contractor.

The Contractor is responsible for replacing and/or restoring landscaping (including but not limited to fences, retaining walls, landscape walls, pavers, aggregate rock ground cover, plantings, sod) and owner improvements associated with the project to a pre-construction condition. Due to the diverse nature of landscaping improvements within the corridor, each specific type of landscaping has not been separately quantified, but shall be included in the bid as incidental to the work, unless specified in the bid schedule or plans.

The Contractor is responsible for removing existing improvements and salvaging items for relocation after the public improvements are finished. This may necessitate close coordination with property owners. The contractor is responsible for replacing materials in like kind. All cost shall be included in the bid as incidental to the work.

The curb, gutter and sidewalk on the east side of Aztec Street shall be protected in place. With the exception of areas disturbed by proposed utility work, the existing improvements beyond the edge of pavement shall remain in current condition.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

(Revise MAG to include the following)

The Contractor is responsible for providing written notification to each affected resident at least 48 hours prior to any disruption to water or sewer service in the construction area. The notice must include the exact time of the disruption of service and the expected duration of the loss of service. The Contractor shall schedule shut offs as to minimize disruption to the public.

The Contractor shall protect existing water, sewer, and gas service lines where the proposed work crosses individual service lines.

Not all service lines are shown on the plans and it is the Contractor's responsibility to determine their location in the field at the beginning of the project. The Contractor shall coordinate all necessary utility relocations directly with the appropriate utility franchise and provide sufficient time for response prior to construction of the improvements.

Protection or repair of existing service lines not in conflict with the work is also considered incidental. In the event that there is a physical conflict between an existing service line and the proposed work, the Contractor shall immediately notify the Engineer of the Conflict. The Owner will make a determination as to how the conflict will be resolved. Any extra work required as a result of an unforeseen service conflict will be ordered and paid for in accordance with General Provision Section 104.2.3.

Locations of underground utilities shown on the plans are to be regarded as approximate only. Cable, telephone, and power utilities are generally overhead in the alley ways.

If determined necessary, the Contractor shall coordinate utility relocations with the appropriate utility franchise and provide sufficient time for response prior to construction of proposed improvements (6 weeks minimum).

Utility company contacts are listed below:

Arizona Public Service	Ryan Weisner	(928) 773-6414
CenturyLink	Manuel Hernandez	(928) 779-4935
SuddenLink	Sanford Yazzie	(928) 266-0672
Unisource	Martin Conboy	(928) 525-8143
City of Flagstaff Sewer	Joe Almanderz	(928) 853-4876
City of Flagstaff Water	Jim Davis	(928) 213-2411

The Contractor is responsible for locating and coordinating all utility conflicts/relocations in a timely manner as to not delay construction work. Coordination shall include, but not be limited to, direct contact and coordination with all public and private utilities, potholing, survey staking of new improvements, coordination between separate utilities, coordination between sub-contractors and utilities.

107.12 FURNISHING RIGHT OF WAY
(Revise MAG to include the following)

The Contractor shall insure that all employees of the Contractor, subcontractors, agents, or invitees are clearly informed regarding the proximity of private property boundaries that UNDER NO CIRCUMSTANCES shall any worker cross that boundary into private property, exceptions described below.

Temporary Entry Permits will be obtained from the property owners adjacent to Aztec Street in order to allow for grading, sidewalks, driveway connection, utility connections, and fence relocations.

SECTION 108 – COMMENCEMENT, PROSECUTION AND PROGRESS

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE
(Revise MAG to include the following)

There are several contingency items included in the contract bid schedule. Time to perform these established work items at their indicated quantities shall be included in the Contractor's original work schedule. The contract duration has been established to include time to perform the contingency work and the Contractor shall be prepared with appropriate labor and equipment to perform the work in the time allotted. Additional contract time may be requested if these contingency quantities over run the original quantities.

SECTION 109 – MEASUREMENTS AND PAYMENTS

109.4 COMPENSATION FOR ALTERATION OF WORK
(Revise MAG to include the following)

Allowance and Contingency items will only be paid if explicitly authorized in writing by the City's Project Manager.

PART 200 – EARTHWORK

SECTION 205 – ROADWAY EXCAVATION

205.5 SLOPES
(revise to include the following)

Grading limits and slope construction need to be smooth transitions without rocks, drop offs, or other obstructions. Tolerance on slope matchup is 0.1 FT.

205.7 MEASUREMENT:
(revise to include the following)

Earthwork is incidental to the roadway construction. No additional payment will be made for roadway excavation.

The Contractor is responsible for estimating and accounting for earthwork, import/haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

SECTION 211 – FILL CONSTRUCTION

211.3 COMPACTING
(Revise the last sentence of the fifth paragraph to read)

Each layer shall be compacted to a uniform density of not less than 95 percent, or as directed by the Engineer.

PART 300 – STREETS AND RELATED WORK

SECTION 301 – SUBGRADE PREPARATION

301.2 PREPARATION OF SUBGRADE
(Revise to include)

The subgrade shall be scarified and loosened to a depth of 9 inches, moisture conditioned to optimum (±2 percent) and compacted to at least 95 percent of the maximum dry density as determined by ASTM D-698. The subgrade should be proof rolled with a heavy rubber tired vehicle such as a loaded water truck to locate unstable areas per MAG 301.

301.4 SUBGRADE TOLERANCES:
(revise to read)
Subgrade upon which pavement, sidewalk, curb and gutter, driveways, or other structures are to be directly placed shall not vary more than ¼ inch from the specified grade and cross-section. Subgrade upon which sub-base or base material is to be placed shall not vary more than ¼ inch from the specified grade and cross-section. Variations within the above specified tolerances shall be compensating so that the average grade and cross-section specified are met.

301.8 PAYMENT
(revise to read)
No separate payment shall be made for base material or subgrade preparation. 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.

SECTION 306 – MECHANICALLY STABILIZED SUBGRADE

306.1 DESCRIPTION
(Revise MAG to read)

Geogrid Reinforcement is included in the contract as a contingency and installed per manufacturer's recommendations to aid stabilization of subgrade if necessary per City representative direction.

Geogrid shall be Tensar Geogrid BX1200, or equivalent polypropylene welded grid meeting 2014 MAG Section 796 Type 2 or ADOT 2008 Standard specification 1014-3.

SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION:
*Add to the end of this section:
Cinders are not suitable base material and shall be removed from the roadway base. Removal of cinders is incidental to construction.

The Contractor may use crushed/milled asphalt concrete for roadway base course material if it complies with City of Flagstaff and MAG 702 specifications. The Contractor is required to provide testing data to the City on each batch of processed material and as requested by the City to assure consistent quality.

310.2 PLACING:
(Revise the fourth paragraph to read:)

All curb and gutter, sidewalk, driveways and sidewalk ramps shall be constructed on a minimum 3 inches of aggregate base course (ABC).

310.5 PAYMENT:
(revise to include the following)

No separate payment will be made for base material. The cost thereof shall be included in the appropriate bid item for which aggregate base is required.

SECTION 321 – PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.2 MATERIALS AND MANUFACTURE:
For patching and remove and replacement areas asphalt concrete shall be a 3/4" dense surface course PG 58-28 mix, and per MAG Section 710 unless modified by the Engineer.

321.3 WEATHER AND MOISTURE CONDITIONS:
(Revised to read)

Asphalt concrete shall be placed only when the surface is dry, and when the ambient temperature in the shade is 40 degrees F or above and rising, or above 50 degrees F if falling. No asphalt concrete shall be placed when the weather is foggy, or rainy, or when the base on which the material is placed is unstable, is in a wet condition (in excess of optimum), or in a frozen condition. Asphalt concrete shall be placed only when the Engineer determines that weather conditions are suitable.

The determination by the Engineer of unsuitable weather conditions for paving operations shall not be the cause for extension of the Contract Time. The Contractor must show that such weather conditions were not reasonably anticipated. Any request for an extension of the Contract Time shall be in accordance with Section 108.7 of the MAG Standard Specifications and Section 108.7 of the City's General Provisions.

321.7 TRANSPORTATION
(Revise MAG to include the following)

Sufficient trucks shall be available to enable paving to proceed continuously. Failure to provide a sufficient number of trucks may be considered a failure of the Contractor's responsibilities under Section 108.6 of the MAG Standards Specifications.

321.8.2 JOINTS
(Revised the third sentence of the first paragraph to read)

The surface in the area of the joint shall not deviate more than ¼ inch from a 12-foot straightedge, when tested with the straightedge placed across the joint, parallel to the centerline.

321.8.4 COMPACTION; ASHPALT BASE COURSE AND SURFACE COURSE
(Revise the fourth paragraph to read)

Achieving the required compaction is the responsibility of the Contractor. The Contractor shall determine the equipment pattern of rolling that will provide the proper compaction, at his expense. The Engineer will determine the acceptability of the pavement compaction in accordance with Section 321.10 of the MAG Standard Specifications.

321.8.5 SMOOTHNESS

(Revise MAG to read)

The completed surfacing shall be thoroughly compacted, smooth, true to grade and cross-section, of uniform texture and appearance, and free of ruts, humps, roller marks, depressions or irregularities. An acceptable surface shall not vary more than one-fourth (1/4) inch from the lower edge of a 12-foot straightedge when the straightedge is placed parallel to the centerline of the roadway.

321.13 PAYMENT
(revise to include the following)

Payment for asphalt construction will be paid for at the contract price per square yard for asphalt concrete pavement section.

SECTION 329 – TACK COAT

PAYMENT:
(replace with the following)

No separate payment shall be made for Tack Coat. Payment for Tack Coat is incidental to the cost of the asphalt pavement section construction.

SECTION 340 – CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY, AND ALLEY ENTRANCE

340.1 DESCRIPTION
(Revise MAG to read)

The various types of concrete curb, gutter, sidewalk, sidewalk ramps, driveways, and alley entrances shall be constructed to the dimensions indicated on the plans and MAG Standard Details with all applicable modifications as per the City of Flagstaff Standard Details as referenced on the plans.

All curb and gutter, sidewalk, driveways, and sidewalk ramps shall be constructed on a minimum three (3) inches of aggregate base course (ABC). The ABC shall be compacted to 95% relative density.

Valley gutters shall be constructed on a minimum of eight (8) inches of ABC compacted to 95% relative density.

Unless otherwise noted for removal and replacement, the Contractor shall protect all curb and gutter that is to remain in place. Removals outside the plan limits not approved by the Owner shall be replaced at the Contractor's expense.

340.2.1 DETECTABLE WARNINGS
(Revise MAG to include the following)

All detectable warning devices used on the project shall be cast iron uncoated, in accordance with City of Flagstaff Engineering Detail 10-10-043. City approved manufacturers are East Jordan Iron Works and Neenah Foundry Co. The Contractor shall submit shop drawings for approval prior to installation from East Jordan Iron Works, Neenah Foundry, Co, or approved equal.

340.3.7 FORM REMOVAL AND FINISHING:
(New Section)
In accordance with Section 107.10, the Contractor is responsible for protecting the finish surface of concrete by keeping footprints, names, etc., from becoming part of the finished product. This may require special scheduling of materials, delivery and/or manpower. All defaced concrete will be replaced by the Contractor at no extra cost to the City. Patching is not acceptable.

340.5 MEASUREMENT:

Measurement of sidewalk ramps includes the ramp, wings and curb along the back of the ramp, if required.

Measurement for work under this Section shall be in accordance with Section 340 of the MAG Standard Specifications. Measurement for all Curb & Gutter types, sidewalks, driveways and driveway match-ups includes all work necessary for a complete installation, including ABC material.

340.6 PAYMENT:

No direct payment will be made for aggregate base course. 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.

The cost of detectable warnings is included in the cost of the construction of the new sidewalk ramp.

SECTION 345 – ADJUSTING FRAMES, COVERS, VALVE BOXES, AND WATER METER BOXES

345.1 DESCRIPTION
(modify to add)
The Contractor is cautioned that only straight, centered (relative to adjustment pavement or concrete) valve boxes that conform to City Detail 9-03-060 will be acceptable. The Engineer will provide the Contractor necessary direction for the appropriate adjustment or replacement of each valve box and cover.

At all water valve locations where existing valves are to remain in service, the entire valve box and cover shall be excavated, removed and replaced with a new complete valve box and cover as well as the adjustment to grade. The water valve box and covers that require removal and replacement shall be excavated and installed prior to paving or overlay. Final adjustments shall be made after completion of final surfacing.

SECTION 350 – REMOVAL OF EXISTING IMPROVEMENTS

350.4 PAYMENT

The cost of saw cutting the necessary items for removal is to be included in the related work items shown on the Bid Schedule.

PART 400 – RIGHT OF WAY TRAFFIC CONTROL

SECTION 401 – TRAFFIC CONTROL

401.1 DESCRIPTION:
(Revise City of Flagstaff General Provisions to include the following)

At all times, the Contractor shall conduct the construction activities to safeguard pedestrians and vehicular access in the vicinity of the project. All holes or trenches left open overnight shall be surrounded by Type II barricades and Type A flashing warning lights, connected by warning tape or rope, as directed by the Engineer. The Contractor shall provide plywood coverings, traffic panels, or some other protection over holes to satisfy the Engineer. There will be no direct measurement or additional payment for providing coverings or the warning tape, Type II barricades or rope, the costs being considered as included in the original cost of the contract.

For all streets, Contractor shall at a minimum allow for local traffic into and through the project site when practical. Flagmen shall be placed at either end of the project as necessary.

SECTION 405 – SURVEY MONUMENTS

405.3 CONSTRUCTION
(revise to read)
Existing survey monuments shall be referenced, and if necessary reestablished by a surveyor registered in the State of Arizona.

The surveyor shall provide reference marks and dimensions to the survey monuments. A minimum of two “permanent” reference marks shall be established for each right-of-way control monument. The angle formed by the control point and the two reference points shall be approximately 90 degrees. Examples of permanent reference marks include an “x” chiseled into curb, PK nail in concrete and a nail in a power pole. Any existing suitable reference marks may be used.

Alternatively, the surveyor may determine and record the location of existing survey monuments using global positioning satellite (GPS) equipment and procedures of appropriate survey-grade accuracy.

No new survey monument locations shall be incorporated into this project without prior approval from the City Engineer or representative.

New survey monuments shall be reinstalled 1/4" minimum below new pavement grade at the accurate location. An elevation shall be established on survey monuments that replace survey monuments with a City established elevation. This work shall be done in accordance with good

surveying practices and shall be in accordance with City Detail 11-01-010. The surveyor shall prepare and record a Results of Survey map showing the monuments found and set. This map shall include the City's unique identifying number for each point. The Result of Survey shall be reviewed and accepted by the City prior to recordation.

Any survey monuments with boxes and covers shall be adjusted to grade by the Contractor without disturbing the survey monument.

PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION

SECTION 601 – TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2.3 TRENCH GRADE
(Revise the first paragraph to read)

Alignment and elevation stakes shall be furnished by the Contractor at set intervals and agreed-upon offsets including grade breaks, valve locations, and service locations. On water mains, cut stakes will be furnished only when deemed necessary by the Engineer. In all cases where elevation stakes are furnished, the Contractor shall also furnish the Engineer with cut sheets.

(revise first sentence of second paragraph to read)
For all pipe or conduit, the contractor shall excavate for and provide an initial granular bedding of at least 6 inches thick; per the applicable details (9-01-030 through 9-01-033) shown on the plans.

SECTION 610 – WATER LINE CONSTRUCTION

610.4 CONSTRUCTION METHODS
(Revise to include the following)

It is the intent of part of this project to remove existing water mains where shown on the plans and to install new water mains in the same horizontal location/trench as the old mains and to provide a minimum cover of 36 inches over the top of the pipe as measured from the top of pavement subgrade. The Contractor shall maintain full water service to the residence currently serviced off the Aztec Street water main. After removing the existing water main, the Contractor shall excavate the trench to the lines and grades shown on the plans, including space for new bedding to the depth shown on City of Flagstaff Details Nos. 9-10-030 through 9-10-033, as appropriate. The Contractor is cautioned that the existing water mains and water service connections cross other underground utilities in the project area and that it is the responsibility of the Contractor to protect those utilities in place in conformance with the requirements of Section 107.11 of the MAG Standard Specifications as amended by these Special Provisions.

The Contractor may choose to maintain water service during the construction period by means of a temporary water system. The temporary water system shall Installed, tested, disinfected, and connected to the existing water services prior to removal of existing water main. The temporary water system shall be dismantled after each phase of water line reconstruction has been completed.

Temporary piping and valves shall meet the requirements of specifications for piping and valves in the MAG Standard Specifications, the City of Flagstaff Revisions to same, and the City of Flagstaff Standard Details. The Contractor shall prepare plans showing the location of temporary pipelines, valves, and other appurtenances for review and approval of the City of Flagstaff Utilities Department. Evaluation of system pressures for the plan may require phasing of the above-ground temporary system. The use of fire hydrants as a water source is prohibited.

The temporary water system shall be dismantled after the water line reconstruction has been completed. Any buried temporary piping and valves shall be removed after completion of the work.

Any above-ground temporary piping and valves shall be adequately restrained and/or anchored. The Contractor shall be responsible for the design of all restraints and anchoring to adequately hold the piping in place while it is in temporary service. The Contractor may be required to provide security for temporary piping and appurtenances in the form of fencing and/or guards. Any failure and its consequent impact to the environment and public shall be the responsibility of the Contractor.

Above-ground water lines shall be covered or cooled to maintain the water temperature less than 90 degrees F delivered to the customer.

All pressure piping, joints and accessories shall be designed to withstand at least twice the maximum system pressure or 50 psi, whichever is greater.

When the temporary system goes into effect, the contractor is to review the system pressures and make adjustments as necessary to ensure the distribution system is delivering adequate pressure (>20PSI) to all customers.

610.4.3 BLOCKING AND RESTRAINTS
(Revise the fifth paragraph to read)

Unless noted otherwise on the plans, all thrust restraint shall be accomplished through the use of a joint restraint system approved by the City of Flagstaff.

610.11 CONNECTIONS TO EXISTING MAINS
(Revise MAG to include the following)

Contractor shall verify location and depth of existing waterlines and notify the City's representative of any conflict with any proposed improvements.

610.13 METER SERVICE CONNECTIONS:
(revise to include the following)

A residential plumber's license will be required for all work that is done on the service side of the meter.

Resetting water meters and connection to the private service line is included in the remove and replace service bid items.

610.1 MEASUREMENT AND PAYMENT
(Revise final sentence of paragraph G)

The cost of the fire hydrant shall be the cost per complete assembly, and shall include full payment *of* the isolation valve, hydrant run-out, as well as any required fittings, thrust blocking or restraint.

(revise to include new subsection)

(I): No separate measurement or payment will be made for temporary water supply, including all materials or other appurtenances, labor, equipment, procedures, permits, design, install, disinfect, operation, maintenance, security, temporary pavement, and disassembly of the a temporary water system or systems required for the construction of new water mains and water services. The cost is considered incidental to and is to be included in the price for the bid item to construct and install the new water main.

SECTION 615 – SANITARY SEWER LINE CONSTRUCTION

615.1 DESCRIPTION
(modify to add)

Contractor shall maintain full sewer service to the adjacent community, with the exception of minimal shutdown as required to install replacement sewer line and new connections. Contractor shall ensure that full sewer service is restored to all customers at the close of business each day.

615.5.1 SEWAGE BYPASS
(revise to include new subsection)

It is the intent of part of this project to remove existing sewer main on Mesa Drive where shown on the plans and to install a new sewer main in the same horizontal location/trench as the old main and to provide a minimum cover of 48 inches over the top of the pipe as measured from the top of the subgrade (bottom of the pavement structural section). The Contractor shall maintain full sewer service to the residence currently serviced off the Mesa Drive sewer main.

If needed for the construction of the new sewer main the Contractor may choose to maintain sewer service during the construction period by means of a sewage bypass system. The temporary sewer system shall be installed and tested prior to the removal of existing sewer main. The Contractor shall design and provide all labor, materials, and equipment to install and operate a sewage bypass system that bypasses sewage flows around each sewer rehabilitation work area. Each bypass system shall extend the entire length of the section of pipeline rehabilitation and shall remain in operation until the sewer rehabilitation work is complete and accepted by the Engineer. All bypass flows shall be discharged into a downstream sanitary sewer manhole. Bypass flows shall not be directed to ground surface receiving waters, storm drains, or wherever groundwater contamination is possible. The bypass system shall maintain flow to prevent wastewater backup into customer fixtures or discharge to the environment.

The design of the bypass system is the responsibility of the Contractor and shall be prepared and submitted to the Engineer for review and approval. The Contractor shall have each bypass

system in place and tested before bypassing any sewage. The Contractor shall notify the Engineer 48 hours prior to shutting down or bypassing the pipeline to be rehabilitated.

Equipment shall be equipped with a specially designed, acoustically-silenced enclosure intended for use in any application where pumping is required and engine and other noise must be kept to a minimum. The sound levels shall be within the limits specified in the City of Flagstaff codes or 69dBA at 30 feet. The bypass pumping system shall be of adequate capacity and size to handle the required flows with redundancy to bypass if the largest temporary pump is out of service.

The Contractor shall consider the existing conditions and ground features when designing and installing the aboveground discharge pipe system. Access to driveways shall be maintained.

615.5.1.2 MATERIALS

Bypass piping shall be polyethylene pipe with Standard PE Code Designation PE3408 as defined in AWWA C906, have a minimum Cell Classification of PE 33443C as defined in ASTM D3350, designed using Hydrostatic Design Basis of 1,600 psi as specified in ASTM D2837.

615.5.1.3 SYSTEM MONITORING

The wastewater levels in the upstream and discharge manholes shall be continuously monitored for the first 24-hours of operation by an on-site representative of the Contractor. After the first 24-hours of monitoring, the Engineer may allow the Contractor to perform monitoring only during daytime hours so long as the site is secured. The representative shall be Contractor staff and/or a subcontractor that has been directly responsible for the bypass pumping of sewage flows during completion of a similar pipeline rehabilitation project. The qualifications of the staff or subcontractor shall be submitted to the Engineer for approval 10 business days prior to any bypass pumping work.

The Engineer my also allow for the bypass pumping system to be removed at the end of construction each day and or week, provided the new sewer main in the sewer rehabilitation work area has been connected to the existing sewer main and sewage flow has been confirmed.

615.5.1.4 SYSTEM MAINTENANCE

The Contractor shall provide qualified personnel on-site 24 hours per day to maintain the bypass system, or just during the day if the bypass pumping system is removed and the new sewer main has been connected to the existing sewer main. The Contractor shall maintain sufficient on-site equipment and materials to ensure continuous and successful operation of the bypass system. This includes a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, fuel, and other parts or system hardware to ensure immediate repair or modification of any part of the system as necessary.
All equipment shall be placed on a new plastic tarp, adequately sized and bermed to protect against fuel, oil, and hydraulic fluid spills. The Contractor is responsible to notify the Engineer for immediate and proper cleanup should any spill occur, regardless of amount. The Contractor shall repair, without cost to the Owner, any damage that may result from its negligence, inadequate or improper mechanical or electrical failures.

615.8 SANITARY SEWER SERVICE TAPS:
(Revise to include)

The project includes replacement of all sewer services from the main to the property line. This includes connecting to the existing wye, for the portion of main shown on the plans that is not being replaced, and connecting to the existing service at the property line with a 2 way cleanout. If the service is an unconventional connection, the line will be repaired and a wye will be installed to have a typical sewer service connection.

The service lines are shown perpendicular to the main unless a sewer cleanout was found with the field investigation. This may or may or may NOT represent the lines correctly.

615.9 SEWER SERVICE CLEANOUTS:

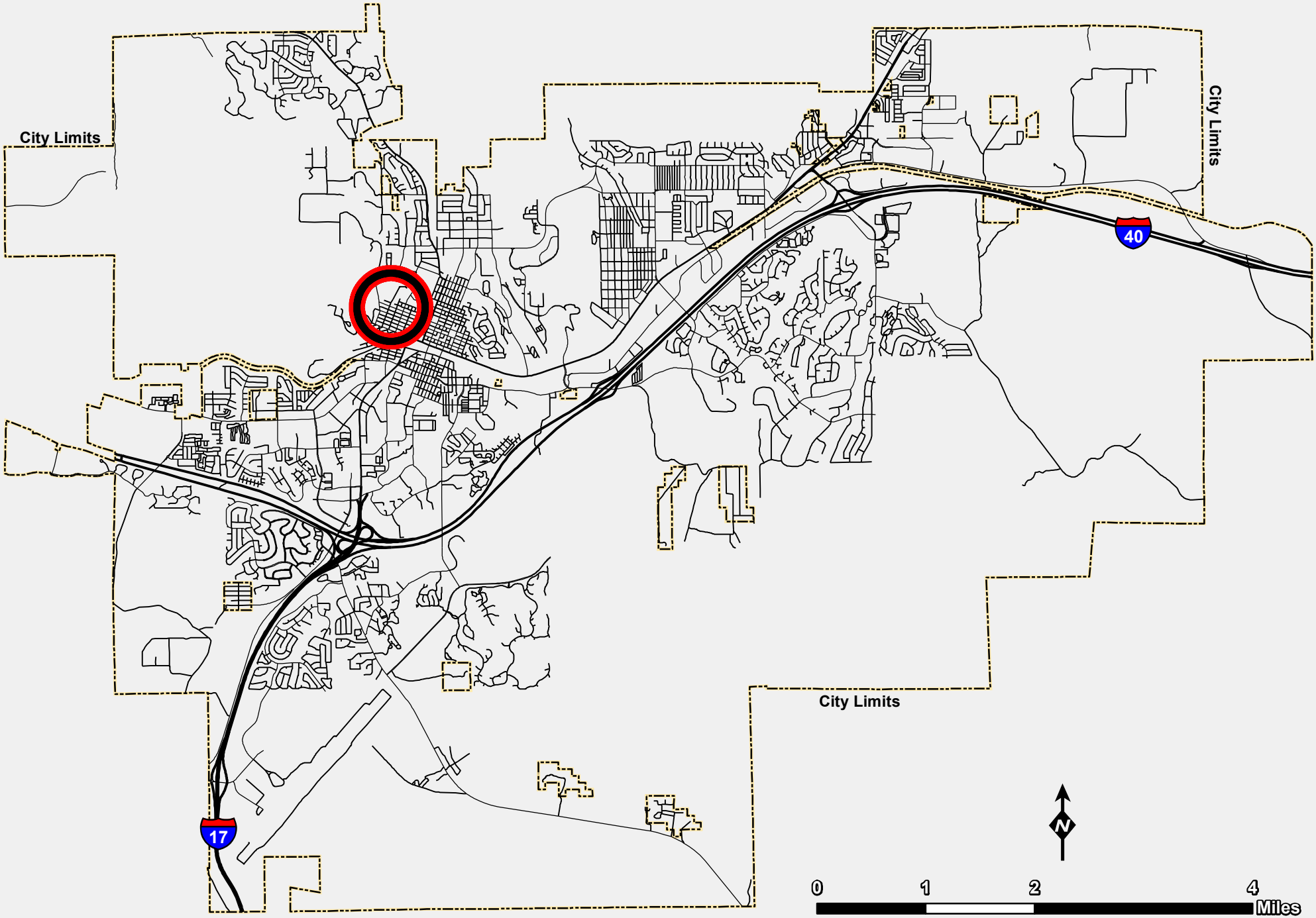
Sanitary sewer services will be installed per M.A.G. Detail No. 440-3 – Type 'C' Sewer Building Connection as modified by the City of Flagstaff Engineering Standards and Specifications Section 13-21-002-0440 and as follows:
The cleanout assembly shall be located on the property owners side of the property line.

615.16 MEASUREMENT AND PAYMENT:

All work to locate or determine active or abandoned sewer services is incidental to the contract and shall be included in the cost of the appropriate bid item.

Bypass pumping required to install the sewer system as shown on the plans while keeping the mains in service is considered incidental to the sewer items on the bid form with no additional compensation.

Aztec Street Improvements



VICINITY MAP
Aztec Street Improvements
0
125
250
500
Feet
N
Thorpe Ba
Duck Pond
Thorpe Softball Complex
Rio de Flag
Karen Cooper Trail
Thorpe
Thorpe Disc Golf Course
Thorpe Trail
ELM AVE
MOGOLLON ST
DALE AVE
THORPE RD
CHERRY AVE
N. Aztec St. Improvements
Project Limits
AZTEC ST
BIRCH AVE
BONITO ST
PARK ST
ASPEN AVE
SYCAMORE ST
SANTA FE AVE
WALNUT ST
SUMMIT AVE

CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION

[X] CONTRACT ALLOWANCE
[X] ADMINISTRATIVE CHANGE ORDER

PROJECT NO. ST3342 **PROJECT NAME:** Aztec Street Improvements

FILE NO. 03-16007 **Project Manager:** Eli Reisner

CONTRACTOR/CONSULTANT: Mountain High Excavating, LLC

PROJECT DESCRIPTION:
A Road Repair and Street Safety Sales Tax funded, utility and roadway improvements Project on Aztec Street from Santa Fe Avenue to the Frances Short Pond. Proposed improvements generally consist of replacing existing water/sewer mains, water/sewer services, asphalt pavement, select edge improvements, placing asphalt overlay, and other associated work.

JUSTIFICATION FOR USE AND AMOUNT:
Contract Allowance (CA) Justification and Amount:

A $56,000.00 CA is recommended to compensate Mountain High Excavating for costs associated with potential unforeseen items of work where details could not be determined at the time of contracting such as:

- Owner directed increases to Project scope for items not identified to need repair at the time of design or contracting.
- Non-compliant water/sewer service locations starting outside the Project limits and ending within the Project limits.

The Project Construction Cost Subtotal is $789,051.00 plus a CA of *$56,000.00*, or *5%* (rounded up to the nearest *$1,000*) of the Engineer's Estimate of *$1,104,746.76* (excluding a CA), equals the total Contract Price of $845,051.00.

The CA was not increased and based on a percentage of the lowest respondent's bid per the Procurement Code revisions approved by Council on April 16, 2019 for Design/Bid/Build contracts because the Project was advertised on April 4, 2019.

Administrative Change Order (ACO) Justification and Amount:

A $78,905.00 ACO is recommended to compensate Mountain High Excavating for the associated costs on items such as:

- Unforeseen trench rock excavation, unsuitable soil, subgrade stabilization, and utility conflicts.
- Increase in the Project scope due to additional funding becoming available or oversight during Project scoping.

The $78,905.00 ACO is 10% of the Project Construction Cost Subtotal of *$789,051.00*, which is the Contract Price of *$845,051.00* excluding the *$56,000.00* CA. This ACO amount is per the April 16 Procurement Code revisions.

COST/BUDGET/FUNDING SOURCE ANALYSIS:
Contract Allowance Justification and Amount:

The CA is recommended to be included in the Contract Amount and can be funded by the Road Repair and Street Safety Program under the Aztec Street FY19 and FY20 appropriations totaling $1,156,248.00 in Account (046-05-116-3371-6).

Administrative Change Order Justification and Amount:

The ACO is recommended for the Project and can be funded by the Road Repair and Street Safety Program under the Aztec Street FY19 and FY20 appropriations totaling $1,156,248.00 in Account (046-05-116-3371-6).

APPROVAL:	Signature	Date:
Project Manager		Approval Recommended 5/22/2019
Program Manager	Conc for BCP	Approval Recommended 5-22-19
Section Head	R a Barnett	Approval Recommended 5/23/19
Division Head		Approval Recommended 5/23/19

Definitions

Contract Allowance

Contract allowances of up to 5%, 7.5% or 10% may be added to all design/bid/build design and construction contracts. The allowance is based on the engineer's estimate OR the lowest responsible bid (whichever is lowest), and will be included in the recommendation of award by City Council.

Contract Amount	Contract Allowance
Over $1,000,000 in value	allowance of up to 5%
$250,000 - $1,000,000	allowance of up to 7.5%
Below $250,000	allowance of up to 10%

Administrative Change Order

Up to ten percent (10%) Administrative Change Order (ACO) amount may be included in all design/bid/build design and construction contracts only to be considered by the City Council.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sandy Corder, Revenue Director
Co-Submitter:	Rick Tadder
Co-Submitter:	Anja Wendel
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-21: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement Between the State of Arizona Department of Revenue and City of Flagstaff for local tax administration; providing for expiration of the existing agreement; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-21 by title only
2) City Clerk reads Resolution No. 2019-21 by title only (if approved above)
3) Adopt Resolution No. 2019-21

Approve the Intergovernmental Agreement between the City of Flagstaff and the Arizona Department of Revenue regarding the uniform administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State or cities or towns.

Executive Summary:

Local Transaction Privilege Tax (TPT) administration is governed by A.R.S. § 42-6001. This statute requires ADOR to administer the transaction privilege and use taxes imposed by all cities and towns and to enter into an IGA with each municipality to clearly define the working relationships. ADOR and the City entered into an IGA effective July 1, 2016. This intergovernmental agreement covers key aspects of tax administration, which municipalities have agreed to update, since that time.

Financial Impact:

The State requires each municipality to pay a proportionate share of the costs for state administration of local tax collection. The City's cost for FY2018-2019 was $172,658.

Policy Impact:

None.

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

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

Has There Been Previous Council Decision on This:

Yes. The City has approved:

December 5, 1990 Agreement to Establish a Unified or Coordinated Audit Program and Exchange of Information

January 28, 2015, Modification to IGA between the State of Arizona and City/Town (related to audits/1990 agreement)

January 28, 2015, Agreement between the ADOR and the City/Town of Flagstaff (local TPT licensing to continue until 1/1/17)

June 16, 2015, IGA Between the State of Arizona and the City/Town of Flagstaff (state and local roles for administration, audits)

February 7, 2017 Modification to Intergovernmental Agreement (IGA) Between The State of Arizona Department of Revenue and City of Flagstaff (related to State Administration of Local Sales Tax) (in effect)

Options and Alternatives:

1. Approve the IGA;
2. Do not approve the IGA, possibly delaying the receipt of revenues due to the City of Flagstaff collected by ADOR.

Background/History:

In 2013, the Arizona Legislature adopted a new law requiring ADOR to administer and collect all local transaction privilege, use and licensing taxes, in addition to all state taxes (a single point of return). Starting January 1, 2017, ADOR has been administering all local taxes. All businesses now must file both state and local tax returns with ADOR.

This IGA was negotiated with ADOR by a consortium of city/town representatives and the League of Arizona Cities and Towns. Additionally, several attorneys and tax experts from many cities and towns reviewed and commented on the language during the process, resulting in a document that provides the maximum level of information and assurances for the cities possible.

This IGA covers key aspects of tax administration, such as:

- Authorized handling of confidential taxpayer information, expectations for the discreet use of taxpayer data to prevent unauthorized disclosure, and the process to follow in the event of a disclosure. There is also guidance on the use of aggregated taxpayer data for public reporting and analysis.

- Clear direction regarding the sharing of general taxpayer license information, legal interpretations, and written guidance, rate and fee tables, and any other pertinent tax information that needs to be shared between the cities and towns and ADOR.

- Identifying exactly which license and tax return data fields must be provided by ADOR and identifies in detail the reports ADOR provides to all cities.

- Formalization of the process for audit request assignment and performance. Key factors include a commitment to audit for all jurisdictions whenever an audit is being done; a process for cities/towns without auditors to request an audit be performed by the ADOR, the continued authority for any city or town to perform an audit of a taxpayer that is engaged in business only in their town; the general guidance that ADOR will lead all multi-jurisdictional audits coupled with the option for ADOR to delegate actual audit performance to a city or town when circumstances indicate it would be the most efficient means of completing the audit.

- Guidance for handling voluntary disclosure by taxpayers, closing agreements in lieu of litigation and sets up the responsibilities and authorities of both parties in terms of code or statute interpretations and legal support for protests.

- Formal review process to resolve disputes or handle complex issues that arise through the "State & Municipal Audit Resolution Team" or SMART, made up of four cities and four ADOR tax experts who will work together to iron out any problems or conflicts between the cities and the State.

The term of this IGA runs on a calendar year basis with a provision for automatic annual renewal, with reauthorization by the Council and ADOR only being required following the year ADOR is subject to sunset review. Finally, either party has the right each year to reopen and renegotiate the terms according to provisions within the agreement.

Key Considerations:

The IGA will clarify the responsibilities of ADOR and the City related to local TPT administration.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Inform

Community Involvement:

None

Expanded Options and Alternatives:

None

Attachments: Resolution No. 2019-21 IGA with ADOR
2019 TPT IGA Rev 4.3.19
2019 TPT IGA App A & B
2019 TPT IGA App C JT1
2019 TPT IGA App C TPT2

RESOLUTION NO. 2019-21

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR LOCAL TAX ADMINISTRATION; PROVIDING FOR EXPIRATION OF THE EXISTING AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff has adopted local transaction privilege taxes, use taxes, and/or other excise taxes pursuant to the Model City Tax Code, as set forth in the Flagstaff City Code, Division 3-05 Privilege and Excise Taxes;

WHEREAS, the State of Arizona (Arizona Department of Revenue) and City of Flagstaff desire to enter into an intergovernmental agreement for local tax administration;

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the State of Arizona and the City of Flagstaff, Arizona, attached hereto ("New IGA"), which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Expiration of Existing Agreement.

The existing Intergovernmental Agreement between the State of Arizona and the City of Flagstaff dated June 16, 2015, Contract #2015-131, as modified by the Modification effective July 1, 2016, shall expire as of the Effective Date of the New IGA.

SECTION 3. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of June, 2019.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

S:\Legal\Civil Matters\2016\2016-635 ADOR Modification to IGA re Tax Collection\2019 IGA 5-16-19.docx

INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY/TOWN OF _____

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2019, by and between the Arizona Department of Revenue, hereinafter referred to as Department, and the City/Town of _____, an Arizona municipal corporation, hereinafter referred to as City/Town. This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes and rental occupancy taxes imposed by the State, cities or towns.

R E C I T A L S

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 et seq. was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any city or town in Arizona and that the Department and each city or town shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit and licensing of transaction privilege and affiliated excise taxes imposed by the State, cities or towns.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this intergovernmental agreement as follows:

1. Definitions

1.1 **A.R.S.** means the Arizona Revised Statutes.

1.2 **Adoption of an Ordinance** means final approval by majority vote of the City/Town council.

1.3 **Ambassador Program** means the Department's provided structure and support of curriculum related to tax administration and compliance education.

1.4 **Audit** means examination and verification of accounts and records to determine taxpayer compliance with title 42 of A.R.S. and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.

1.5 **Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.

1.6 **Confidential Information** means all such information as defined in A.R.S. § 42-2001.

1.7 **Confidentiality Standards** means the standards set forth in Appendix A or such other written standards mutually agreed to by the Department and City/Town.

1.8 **Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).

1.9 **Federal Tax Information** means federal tax return or return information the Department receives from the Internal Revenue Service including any information created by the Department derived from that information. Documents obtained from a taxpayer or State records are not considered Federal Tax Information.

1.10 **Model City Tax Code** means the document defined in A.R.S. § 42-6051.

1.11 **Modification** means a change to an assessment required or authorized by statute.

1.12 **Municipal Tax(es)** means transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax, imposed by City/Town in accordance with the Model City Tax Code. Unless the context provides otherwise, this definition includes tax, license fees, penalties, interest and other similar charges.

1.13 **State** means the State of Arizona.

1.14 **State & Municipal Audit Resolution Team ("SMART")** means an advisory group comprised of four representatives from municipal taxing jurisdictions and four representatives of the Department as set forth in Section 14 below.

1.15 **Taxpayer Information** means information protected from disclosure pursuant to Model City Tax Code § 510.

1.16 **Standard Audit Life Cycle Process Map:** A document containing the decisions and procedures adopted by the Department and City/Town from the point of audit assignments until resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and City/Town as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.

1.17 Standard Authorization List Update Process Map: A process containing the decisions and procedures adopted by the Department and City/Town to keep an updated list of current employees and contractors who are authorized to receive confidential information consistent this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and cities/towns as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.

1.18 Standard Inter-Jurisdictional Transfer Process Map: A process containing the decisions and procedures adopted by the Department and City/Town to transfer tax from one City/Town to another City/Town upon a City/Town's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document will be reviewed by the Department and City/Town as needed, not less than annually, with any changes memorialized in a revised map. In the event of unresolved disagreement regarding proposed changes, this Map will be referred to SMART for resolution.

1.19 Voluntary Disclosure Agreement: A program that is designed for eligible taxpayers with exposure for tax liability and /or civil penalties due to a failure to report and/or pay all tax due.

2. Disclosure of Information by City/Town to Department

2.1 Qualified Recipients of Information: The Department shall provide a list of names and job titles of duly authorized representatives acting on behalf of the Department authorized to request and receive Taxpayer Information from City/Town as defined in the Standard Authorization List Update Process Map. This information shall be sent to City/Town as defined in the Standard Authorization List Update Process Map. The City/Town will not disclose Taxpayer Information to a Department employee whose name is not included on this list. The City/Town may contact the Department with any questions related to qualified recipients by contacting the Cities Services Unit.

2.2 Use of Information: Any Taxpayer Information released by City/Town to the Department may only be used by the Department for tax administration and collection purposes, and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code. All Taxpayer Information shall be stored and destroyed in accordance with the Confidentiality Standards.

2.3 Municipal Ordinance:

(a) City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten calendar days of a request for such information from the

Department. This information shall be sent to the Cities Services Unit electronically.

(b) City/Town shall provide the Department with a copy of any ordinance adopted by City/Town after execution of this Agreement that imposes or modifies the Municipal Taxes or license fees to be collected hereunder, including a new or different tax rate as defined by A.R.S. § 42-6053(E), within ten calendar days of adoption of an ordinance. This information shall be sent to the Cities Services Unit electronically. No such ordinance shall take effect on a date other than the first day of the month that is at least sixty calendar days after City/Town provides notice to the Department unless City/Town and the Department agree otherwise. The Department shall add the change to the official copy of the Model City Tax Code within ten business days of receipt of notice from City/Town. The Department will notify City/Town when the change has been made, and City/Town is responsible for confirming the change. Pursuant to A.R.S. § 42-6053(E)(2), changes in tax rates have no effect unless reflected in the official copy of the Model City Tax Code.

(c) Within fifteen calendar days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov. City/Town shall also include with the notice a list of businesses City/Town knows to be located in the annexed area. The Department shall not be obligated to begin collection of Municipal Tax any sooner than the first day of the month that is at least sixty calendar days after the date the Department received notice from City/Town of the annexation.

2.4 Development and Impact Fees: Upon request, City/Town shall provide to the Department any information regarding development and impact fees to assist the Department with the auditing of taxpayers and billing and collection of taxes.

2.5 Prior Audits: Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.

2.6 Other Information: City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

2.7 Statutory Authority: The disclosure of confidential City/Town tax information is governed by A.R.S. § 42-2001 et seq., or Model City Tax Code Section 510 for all reporting periods prior to January 1, 2015.

3. Disclosure of Information by Department to City/Town

3.1 Qualified Recipients of Information: City/Town shall provide a list of the names and job titles of duly authorized representatives acting on behalf of City/Town authorized to receive Confidential Information as defined in the Standard

Authorization List Update Process Map. The Department will not disclose any Confidential Information to any representative whose name is not included on this list. The Department may contact City/Town with any questions related to authorized recipients.

3.2 Suspension of Information: The Department will not withhold Confidential Information from City/Town so long as City/Town complies with A.R.S. § 42-2001 et seq. and the Confidentiality Standards.

(a) If the Department has information to suggest City/Town or any of its duly authorized representatives violated A.R.S. § 42-2001 et seq. or the Confidentiality Standards (Appendix A), the Department will send written notice to City/Town detailing the alleged breach as understood by the Department and requesting a response to the allegation within twenty calendar days of the date of the letter.

(b) The Department will review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation before making a written determination as to whether a suspension of information is warranted and the length of the suspension.

(c) If City/Town is dissatisfied with the Department's determination, it may within ten calendar days, submit a written request to SMART requesting the group review the determination pursuant to Section 14.

(d) If the Department has information to suggest City/Town violated the Confidentiality Standards, the Department may inspect City/Town's records, facilities, and equipment to confirm whether there has been a violation upon notification to City/Town.

3.3 Information to be Provided: Within the restrictions outlined in this Section, the Department shall provide all of the information detailed in Appendix B, which may be modified by the mutual agreement of the parties. The Department shall not provide Federal Tax Information to City/Town. In addition to the information detailed in Appendix B, City/Town may obtain upon request:

(a) Inspections and/or copies of Department tax audits, including all information related to all cities and towns included in the tax audit; and

(b) Other relevant information necessary for tax administration and collection purposes, including all information necessary to verify City/Town received all revenues collected by the Department on behalf of City/Town.

3.4 Storage and Destruction of Confidential Information: All Confidential Information provided by the Department to City/Town shall be stored, protected, and destroyed in accordance with the Confidentiality Standards.

3.5 **Statutory Authority:** The Department may disclose Confidential Information to City/Town pursuant to A.R.S. § 42-2003(G) if the information relates to a taxpayer who is or may be taxable by a county, city or town. Any Confidential Information released to City/Town:

(a) May only be used for internal tax administration purposes as defined in A.R.S. § 42-2001(4); and

(b) May not be disclosed to the public in any manner that does not comply with the Confidentiality Standards.

A.R.S. § 42-2003(G) provides that any release of Confidential Information that violates the Confidentiality Standards will result in the immediate suspension of any rights of City/Town to receive taxpayer information pursuant to Section 3.2 of this agreement. Under no circumstances shall the suspension of any right to receive taxpayer information adversely impact the delivery or transfer of any City/Town revenues in any manner.

3.6 **Specificity of Data:** Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B and the JT-1, TPT-2 and TPT-EZ forms provided in Appendix C meet the specificity requirements of City/Town. The forms provided in Appendix C may be revised and replaced as needed by mutual agreement of the Department and City/Town based on approval by SMART.

4. Audit

The Department shall administer the audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

4.1 **Training:** All auditors and supervisors shall be trained in accordance with the policies of the Department. Auditors who have not completed the training may only work in connection with a trained auditor and cannot be the only auditor assigned to the audit. The Department shall:

(a) Provide semi-annual audit training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to the site and training materials;

(b) Notify City/Town of any training sessions at least thirty calendar days before the date of the training session;

(c) Permit City/Town auditors and supervisors to attend any scheduled training as space permits at any designated training location; and

(d) Provide additional training, as needed, to inform auditors and supervisors regarding changes in State law, the Model City Tax Code, Audit Procedures or Department policy.

4.2 Conflict of Interest: An auditor or supervisor trained and authorized to conduct an audit may not conduct any of the following prohibited acts:

(a) Represent a taxpayer in any tax matter against the Department or City/Town while employed or in an independent contractor relationship with the Department or City/Town.

(b) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.

(c) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the independent contractor relationship with the Department or City/Town.

(d) Use information he/she acquires in the course of the official duties as an auditor or supervisor in a manner inconsistent with his/her official duties without prior written approval from the Department.

(e) For a period of one year after he/she ends employment or an independent contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained auditor or supervisor and the remainder of the firm.

The Department may revoke an individual's authority to audit and prohibit the use of any auditor or supervisor who violates this provision.

4.3 Audits and Refunds:

(a) City/Town may request the Department conduct an audit or review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department and the cities and towns shall collaboratively establish and maintain minimum justification standards and procedures City/Town shall adhere to when submitting an audit request.

(b) City/Town may conduct an audit of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. The Department will provide City/Town with a determination to proceed or not within ten calendar days of the notice from City/Town.

(c) Except as permitted below, the Department shall conduct all audits of taxpayers having locations in two or more cities or towns. A City/Town auditor may participate in any audit City/Town requested the Department to perform.

(d) City/Town shall notify the Department if it wants to audit a taxpayer having locations in two or more Arizona cities or towns and whose business activity is subject to tax by the City/Town but is not subject to tax by the State. The Department will authorize such audits, to be overseen by the Department, unless there is already an audit of the taxpayer scheduled, or the Department determines the audit selection is discriminatory, an abuse of process or poses other similar defects. The Department will notify City/Town of its determination within fifteen (15) calendar days. No initial audit contact may occur between City/Town and a taxpayer until the Department approves the audit notice.

(e) In the case of taxpayers doing business in more than one city/town:

(1) City/Town may either request the Department conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both city and state tax, or

(2) City/Town may request to conduct an audit of a taxpayer having locations in two or more Arizona cities or towns and whose primary business is subject to both cities' and state tax.

(3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form. The Department shall notify City/Town of its decision regarding the request within fifteen (15) calendar days of receipt of the request.

(f) The Department may deny a request for an audit in writing within 15 days of city/town request for the following reasons:

(1) An audit is already scheduled or planned for the taxpayer within six months of the request;

(2) The requested audit would interfere with strategic tax administration planning;

(3) The audit selection is discriminatory, an abuse of process or poses other similar defects;

(4) The request lacks sufficient information for the Department to determine whether it is appropriate;

(5) The Taxpayer was audited within the previous two years;

(6) The Department lacks sufficient resources to conduct the audit; or

(7) The scope or subject of the audit does not justify the use of Department resources.

(g) If the Department denies a request to conduct an audit because it either lacks resources to conduct the audit itself or the scope or subject of the audit does not justify the use of Department resources, then City/Town shall notify the Department if it wants to conduct the audit under the supervision of the Department. No initial audit contact may occur between City/Town and a taxpayer until the Department's supervisor is appointed to the audit.

(h) Any decision by the Department denying City/Town's request to conduct any audit may be referred to SMART in accordance with Section 14 of this Agreement.

(i) All audits conducted by City/Town shall be in accordance with standard audit procedures defined in the Department Audit Manual and the Standard Audit Life Cycle Process Map. All auditors shall be trained in accordance with Section 4.1 above.

(j) The Department may appoint a Department manager to supervise any audit conducted by City/Town.

(k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.

(l) The Department shall issue all audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

(m) The Department shall issue amendments to audit assessments on behalf of all taxing jurisdictions in a single notice to the taxpayer.

4.4 Claims for Refund:

(a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.

(b) The Department will notify City/Town of all refund requests that are processed involving City/Town's Municipal Taxes within thirty calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 4.3 above.

(c) The Department may assign an auditor to review requests for refunds. The Department will notify City/Town, within thirty calendar days of initiating a review, of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town's taxing jurisdiction and may request that City/Town assist with such reviews. The Department may assign a refund request to a City/Town auditor for review. The Department may only assign refund requests to a City/Town auditor if the City/Town is involved in the refund request.

(d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed refunds paid to the Department. If there are insufficient funds available to pay the refund, City/Town must pay the Department within sixty days of written demand from the Department.

(e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

4.5 **Protests:** Taxpayer protests of audit assessments and desk review assessments and refund denials shall be directed to the Department. Appeals of audit assessments, desk review assessments and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any appeals within 30 days of receipt of the protest.

4.6 **Status Reports:** The Department shall keep SMART apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting the Department.

5. Voluntary Disclosure Agreements

The Department may enter into a voluntary disclosure agreement with a taxpayer. A voluntary disclosure agreement may limit the years subject to audit and waive penalties. The Department will notify City/Town of the Department's intent to enter into an agreement and the Department will provide the taxpayer's identity within thirty (30) calendar days of disclosure. City/Town may request an audit of a taxpayer subject to a voluntary disclosure agreement pursuant to Section 4.3 above.

6. License Compliance

6.1 **License Issuance and Renewal:** The Department shall issue new Municipal Tax licenses and renew such licenses for City/Town Municipal Tax. The Department of

Revenue shall provide City/Town with information about all persons obtaining and renewing tax licenses as set forth in Appendix B.

6.2 License Checks: The Department and City/Town shall coordinate efforts to conduct tax license compliance checks through canvassing and other compliance methods.

6.3 Confidentiality: Any tax license information City/Town obtains from the Department is considered Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by applicable City/Town laws.

6.4 Changes to License Fees: Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of approval of an ordinance by voters in an election of a charter city) issuing or modifying a tax license fee, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department's City Services Unit. The Department shall not be obligated to begin collection of the new or modified fee any sooner than sixty calendar days after the date the Department received the ordinance from City/Town.

7. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

8. Responsibility for Representation in Litigation

8.1 Administrative Proceedings: The Department shall be responsible for coordinating the litigation and defending the assessment or refund denial in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit in accordance with the Standard Audit Life Cycle Process Map. The Department shall be diligent in defending the interests of City/Town and City/Town shall assist in such representation as may be requested by the Department or by City/Town.

8.2 Further Appeals: The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.

8.3 Mutual Cooperation: The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, supervisors,

and other necessary employees are available to assist the Department and the Attorney General for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.

8.4 **Administrative Decisions:** The Department shall provide a copy of any and all administrative hearing level decisions, including Director's decisions issued by the Department to all jurisdictions on a distribution list. City/Town may request to be on the distribution list by contacting the Department's Cities Unit. Administrative decisions are Confidential Information and must be stored and destroyed in accordance with the Confidentiality Standards.

9. Collection of Municipal Taxes

9.1 **Tax Returns:** Taxpayers who are subject to City/Town Municipal Taxes shall pay such taxes to the Department. Tax payments shall be accompanied by a return prepared by taxpayer on a form prescribed by the Department.

9.2 **Collections:** The Department shall collect any Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. Amounts the Department collects for delinquent City/Town Municipal Tax accounts after the termination of this Agreement shall be forwarded to City/Town. The Department and City/Town may enter into an additional agreement to provide joint collection efforts on the following terms:

(a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 4.1 of this Agreement.

(b) **Conflict of Interest:** A collector authorized under this provision may not:

(1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by the City/Town.

(2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.

(3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment with the City/Town.

(4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

(5) For a period of one year after he/she ends employment with the City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.

(c) **Revocation:** The Department may revoke an individual's or City/Town's authority to collect obligations under this section, subject to review by SMART upon request by the individual or City/Town.

9.3 State of Arizona Liquor License Affidavit: City/Town may request that the Department issue a liquor license affidavit. The Department will respond to the request via secured e-mail with a note stating complete, in-process, or unable to complete. When the City/Town request liquor license affidavits, they will need to elect the prescribed method if they are willing to pay for the Arizona Department of Liquor Licenses and Control (ADOLLC) hearing if the license is held for renewal until balance paid in full. The Department and City/Town will negotiate how the cost of the hearing will be shared between the Department and City/Town on a case by case basis.

9.4 Uncollectible/Discretionary Write-offs: The Department will share the annual list of uncollectible/discretionary write-offs prior to the end of fiscal year write-off event. City/Town will have 45 days to submit feedback.

9.5 Remittance: All amounts collected by the Department for Municipal Taxes, penalties and interest under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by noon on the Monday after the end of the week in which the collections were made. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.

9.6 Abatement: The Department, with the approval of the Arizona Attorney General, may abate tax under certain circumstances. During the ordinary course of business, the Department may determine for various reasons that certain accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating tax or closing accounts. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.

9.7 Funds Owed to City/Town: At all times and under all circumstances payments remitted by a taxpayer to the Department for City/Town Municipal Taxes will be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

9.8 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect city or town, the Department and affected cities or towns shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing taxpayer ruling requests and interpretations of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on City/Town. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. Designated persons must be authorized to receive confidential information as authorized by Section 3.1 of this agreement. The Department shall include at least two representatives of the municipalities as regular members of any group established to respond to taxpayer ruling requests and to issue uniform interpretations and guidance promulgated by the Department. This section is not intended to affect procedures for appeals and litigation as outlined in Section 4.5 and Section 8 of this agreement.

11. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

12. Inter-Jurisdictional Transfers

The Department shall administer the inter-jurisdictional transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map.

13. Education and Outreach Efforts

To further its focus on serving taxpayers and to commitment of funding Arizona’s future through enhanced customer service, continuous improvement, innovation, the Department is also expanding its Education and Outreach program to connect with all citizens of

Arizona, strategically working with taxpayer and industry groups, tax practitioners and Arizona's Cities and Towns to ensure tax education of individual and business taxpayers.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers and business. The Department's Education and Outreach efforts shall be consistent with applicable law and Department written guidance.

Increased Education and Outreach efforts among the Department and the Cities/Towns will ensure collaborative partnerships that are beneficial to both that emphasizes an ongoing two-way exchange of information and communication on issues of common interest and is meant to promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement the workings of an Ambassador Program where the Department provides structure/support of curriculum for education related to tax administration and compliance. The City/Town will have a standard work process when participating in ADOR-led educational events.

The City/Town shall have a dedicated primary point of contact (PPOC) on its list of duly authorized representatives, who is located in Arizona and is tasked with sending and receiving communications between ADOR and the City/Town.

14. State & Municipal Audit Resolution Team ("SMART")

14.1 Members: The members shall consist of four seats representing municipal taxing jurisdictions and four seats representing the Department. Member seats may be split so some people fill the position for only certain issues, such as audit selection or collection abatement. There shall also be a list of alternate members, who may be asked by a regular member who is unable to attend a meeting to take that member's place at a SMART meeting.

14.2 Selection: The Director of the Department shall appoint people to serve as members of SMART. Municipal taxing jurisdictions shall nominate members from municipal taxing jurisdictions.

14.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented. Alternate members may attend meetings but cannot vote unless filling the seat of a regular member.

14.4 Issues: The Department or City/Town may refer issues to SMART to include, but not limited to:

(a) Decisions by the Department to not audit a taxpayer;

(b) Amendments to Department audit procedures or manuals;

(c) Closing Agreements or a range of settlement authority;

(d) Abatement or account closure in collections;

(e) Suspension of disclosure of information from the Department;

(f) Unresolved disagreement regarding proposed changes to process maps listed in Sections 1.16, 1.17 and 1.18;

(g) Revocation of collection authority; and

(h) Other issues as authorized by the Director of the Department or agreed upon by the parties.

14.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five members of SMART, the Director will accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five members of the group, the Director or Director's designee may act as he deems to be in the best interests of all parties. Notwithstanding the above, upon request by a City/Town, the Director will submit his decision to the Arizona Attorney General's Office for review.

14.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.

14.7 Procedures: SMART shall develop procedures concerning the operation of the group consistent with this Agreement.

15. Funding of Additional Auditors by City/Town

15.1 Funding: In its sole discretion, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the parties' intention that City/Town funding be used to increase the capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

15.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

15.3 **Pool of Funds:** The Department may pool any City/Town funding with any other similar funding provided by other municipal taxing jurisdictions to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

15.4 **Accounting:** The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

16. Satellite Offices for Department Auditors

16.1 **Funding:** City/Town, at its own expense and at its sole discretion, may provide one or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this section shall require the Department to make use of such facilities provided by City/Town.

16.2 **Requirements:** Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns, and the Department shall be responsible for taking appropriate actions to resolve those concerns.

16.3 **Termination:** Once a satellite office is established, City/Town shall provide at least 180 calendar days written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.

16.4 **License:** All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

17. Non-availability of Funds

Every payment obligation of the Department and the City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or tax license fees of City/Town. If funds are not appropriated, allocated and available or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments

or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

18. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

19. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

20. Notice

(a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:

_____

(b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to: cityservices@azdor.gov.

21. Non-discrimination

The Department and City/Town shall comply with Executive Order 2009-9, which mandates all persons, regardless of race, color, religion, sex, age, or national origin, 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. The Department and City/Town shall take affirmative action to ensure applicants for

employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

22. Compliance with Immigration Laws and A.R.S. § 41-4401

22.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214(A) which reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program."

22.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

22.3 The Department and City/Town retain the legal right to inspect the papers of any employee who works on the Agreement to ensure the Department and City/Town is complying with the applicable Federal immigration laws and regulations and State statutes as set forth above.

23. Audit of Records

City/Town and the Department shall retain all data, books, and other records ("Records") relating to this Agreement for at least six (6) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. §§ 35-214 and -215.

24. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of the Agreement.

25. Mutual Cooperation

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances

bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

26. Arbitration

To the extent required by A.R.S. § 12-1518(B) and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 17 of this Agreement is not considered to be a dispute arising out of this Agreement.

27. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his representative and the Mayor his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter on behalf of City/Town.

28. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

29. Duration

29.1 The term of this Agreement shall commence from the latest date as indicated in Section 32 and continue in force through December 31st of that same year unless canceled or terminated as provided herein. The term of the Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein. Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 29.5 shall thereafter be executed by the parties hereto by a separate, signed amendment and incorporated herein to be effective during the term of the Agreement and any extensions.. This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect. This Agreement shall expire on December 31st of any year the Department is subject to sunset review. Upon expiration, cancellation or termination, any subsequent Agreement must be ratified through signature by both parties.

29.2 If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty calendar days' notice to the other party. The termination will become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.

29.3 Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.

29.4 Any notice of termination shall be mailed and served on the other party in accordance with Section 20 of this Agreement.

29.5 During the term of this Agreement, the terms and conditions of this Agreement will undergo an annual review to be initiated no later than June 1st of each year. The review will be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

30. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

31. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

32. Signature Authority

32.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

32.2 This Intergovernmental Agreement may be executed in counterpart.

Signature Date Grant Nülle, Deputy Director	Signature Date
Typed Name and Title Arizona Department of Revenue	Typed Name and Title
Entity Name 1600 W. Monroe	Entity Name
Address Phoenix Arizona 85007	Address
City State Zip	City State Zip
RESERVED FOR THE ATTORNEY GENERAL:	**RESERVED FOR CITY/TOWN ATTORNEY:**
This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General. **MARK BRNOVICH** The Attorney General _____ Signature Assistant Attorney General Date: _____	APPROVED AS TO FORM AND AUTHORITY: BY:_____ CITY/TOWN ATTORNEY Date: _____

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE
CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

1.1 Confidential Information is defined in A.R.S § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. § 42-2001(B).

1.2 License information obtained from the Department of Revenue is Confidential Information and may only be disclosed as authorized by A.R.S. § 42-2003. License information obtained from other sources is not Confidential Information.

1.3 Information about a taxpayer's identity obtained from the Department of Revenue is Confidential information and may only be disclosed as authorized by A.R.S. § 42-2003. Identity information obtained from other sources is not Confidential Information.

1.4 Confidential Information includes information about a single taxpayer and also aggregated information about a group of identified or identifiable taxpayers. Aggregated information from fewer than three taxpayers in a grouping on a statewide basis or fewer than ten taxpayers in a grouping for an area that is less than state level (city or town) may be Confidential Information. Such information may not be released unless the City/Town Administrator reviews the relevant information concerning the aggregate data and makes a determination in writing that the aggregate data does not reveal information about any specific taxpayer. Such determination should take into consideration the following:

a. The proportionality of the tax information applicable to individual members of the group of taxpayers; no individual taxpayer's information should be discernable due to its relative size/taxable sales, compared to other members of the group;

b. The total aggregated tax information; the aggregate information cannot allow viewers to draw conclusions about individual taxpayers (e.g., there are 6 car dealers in the city and the total aggregate sales were $900,000 and none of them reported individual sales above the $20,000 mark, which would have qualified for the lower tax rate on large purchases)

c. Any other factor that could cause the aggregate data to be used to determine information specific to a single taxpayer.

2. Protecting Information

2.1 City/Town must identify all places, both physical and logical, where Confidential Information is received, processed and stored and create a plan to adequately secure those areas.

2.2 Confidential Information must be protected during transmission, storage, use, and destruction. City/Town must have policies and procedures to document how it protects its information systems, including Confidential Information contained therein. An example of appropriate protection standards is set forth in National Institute of Standards and Technology Special Publication 800-53. The publication may be found at http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf

2.3 Employees are prohibited from inspecting information unless they have a business reason for the information. Browsing information concerning friends, neighbors, family members, or people in the news is strictly prohibited.

2.4 All removable media, including paper and CDs, containing Confidential Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Confidential Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.

2.5 All individuals accessing or storing Confidential Information from an alternative work site must enter into a signed agreement that specifies how the Confidential Information will be protected while at that site. Only trusted employees shall be permitted to access Confidential Information from alternative sites. Confidential Information may not be accessed while in public places such as restaurants, lounges, or pools.

2.6 Confidential Information may not be sent outside the local area network by unencrypted email. City/Town is responsible for ensuring in-flight email communications containing Confidential Information are sent through a secure process. This may include encryption of the email message, a secure mailbox controlled by City/Town, an encrypted point-to-point tunnel between the correspondents or use of Transport Layer Security (TLS) between correspondents.

2.7 Confidential Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Computer terminals should be placed in such a manner that prohibits public viewing of Confidential Information.

2.8 When transporting confidential materials the materials should be covered so that others cannot see the Confidential Information. When sending Confidential Information by fax a cover sheet should always be used.

2.9 Any person with unsupervised access to Confidential Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such Information and annually thereafter. They must sign certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification.

3. Disclosure of Information

3.1 Confidential Information may only be disclosed as permitted by A.R.S. § 42-2003.

3.2 Confidential Information is confidential by statute and, therefore, does not have to be disclosed in response to a public records request. A state agency may deny inspection of public records if the records are confidential by statute. *Berry v. State,* 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).

3.3 A taxpayer may designate a person to whom Confidential Information may be disclosed by completing a Department of Revenue Form 285, or such other form that contains the information included in the Form 285. City/Town may contact the Department of Revenue's Disclosure Officer if there are any questions concerning this requirement.

4. Disposal of Information

4.1 All removable media containing Confidential Information must be returned to the Department of Revenue or sanitized before disposal or release from the control of City/Town.

4.2 Paper copies of Confidential Information must be destroyed by shredding or burning the materials when no longer needed. Confidential Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Confidential Information may be performed by a third party vendor. City/Town must take appropriate actions to protect the Confidential Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.

4.3 Computer system components and devices such as copiers and scanners that have been used to store or process Confidential Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Confidential Information can be restored or recovered.

5. Storing Data

5.1 Confidential Information may be stored on hard disks only if agency approved security access control devices (hardware/software) have been installed, are receiving regularly scheduled maintenance including upgrades, and are being used. Access controls must include password security, an audit trail, encryption, virus detection, and data overwriting capabilities.

6. Encryption Requirements and Cryptographic Module Authentication

6.1 The City/Town information system must implement mechanisms for the authentication to a cryptographic module that meets the requirements of applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance for such authentication.

6.2 Validation provides assurance that when an agency implements cryptography to protect Confidential Information, the encryption functions have been examined in detail and will operate as intended.

6.3 All electronic transmissions of Confidential Information must be encrypted using FIPS 140-2 validated cryptographic modules. A product does not meet the FIPS 140-2 requirements by simply implementing an approved security function. Only modules tested and validated to FIPS 140-2 meet the applicability requirements for cryptographic modules to protect sensitive information. NIST maintains a list of validated cryptographic modules on its website http://csrc.nist.gov/

6.4 Confidential Information is required to be protected in transit and at rest. City/Town is requested to adhere to the following guidelines to use encryption:

- Encrypt the compressed file using Advanced Encryption Standard.
- Compress files in .zip or .zipx formats.
- Use a strong 256-bit encryption key string.
- Ensure a strong password or pass phrase is generated to encrypt the file.
- Communicate the password or pass phrase with the Department of Revenue through a separate email or via a telephone call to your DOR contact person. Do not provide the password or passphrase in the same email containing the encrypted attachment.

6.5 Refer to your specific file compression software user guide for instructions on how to compress and encrypt files. Known compatible products with DOR include but are not limited to WinZip and Secure Zip.

6.6 Please remember, while the attachment is encrypted, the content of the email message will not be encrypted, so it is important that any sensitive information be contained in the attachment (encrypted document).

7. Wireless Access (if accessing State Confidential Information from a wireless network)

7.1 City/Town must:

- Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- Authorize wireless access to the information system prior to allowing such connections.
- Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

8. Interconnection Security Agreement

8.1 Trusted Behaviors. The City/Town system and users are expected to protect ADOR's data in accordance with applicable state and federal laws.

8.2 Data Flows. The City/Town is responsible for creating architectural diagrams of any systems connecting to ADOR systems and depicting the flow of State Confidential Information.

8.3 Audit Trail Responsibilities. City/Town is responsible for auditing application processes and user activities involving any information interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators or security officers. Audits, and/or security actions taken by system administrators or security officers will be recorded and available for review by ADOR.

8.4 Incident Reporting. City/Town is required to notify ADOR in the event of data loss, breach, or security concern regarding ADOR's Confidential Information by reporting the incident to the ADOR Information Security Team by phone at (602) 716-6166 or email at InfoSec@azdor.gov.

8.5 DOR may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store or transmit any ADOR data at any time to ensure that ADOR information is adequately protected.

APPENDIX B

From the effective date of this Agreement until the new functionalities set forth below are implemented, the Department of Revenue will provide the following reports:

City Payment Journal Detail;
City Payment Journal Summary;
New License Report

Within 30 days after the first month's implementation of the JT2, the Department of Revenue will provide a new License Report and License Update Report containing at least the following fields:

NEW LICENSE REPORT AND LICENSE UPDATE REPORT

Fields displayed:

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2

- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date
- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2

- Owner Name 3
- Owner Title 3

Within 30 days of the implementation of the TPT2, the Department of Revenue will provide the following reports with at least the fields indicated below:

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

- Business Code
- Number of Accounts
- Collections

Within 30 days after the first month's implementation of the TPT2, the following reports with at least the fields indicated below:

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date

- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

Within 30 days after taxes (subject to fund distributions) are collected, the Department of Revenue will provide the following report with at least the fields indicated below:

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

ARIZONA JOINT TAX APPLICATION (JT-1)

Customer Care and Outreach
ARIZONA DEPARTMENT OF REVENUE
PO BOX 29032
Phoenix, AZ 85038-9032

IMPORTANT! Incomplete applications WILL NOT BE PROCESSED.

- Please read form instructions while completing the application. Additional information and forms available at www.azdor.gov
- Required information is designated with an asterisk (*).
- Return completed application AND applicable license fee(s) to address shown at left.
- For licensing questions regarding transaction privilege tax, call Customer Care and Outreach: (602) 255-3381

You can register, file and pay for this application online at www.AZTaxes.gov. It is fast and secure.

SECTION A: Business Information

1* Federal Employer Identification Number or Social Security Number, *required if sole proprietor with no employees*

2* License Type – *Check all that apply:*

☐ Transaction Privilege Tax (TPT) ☐ Use Tax
☐ Withholding/Unemployment Tax (*if hiring employees*) ☐ TPT for Cities ONLY

3* Type of Organization/Ownership – *Tax exempt organizations must attach a copy of the Internal Revenue Service's letter of determination.*

☐ Individual/Sole Proprietorship ☐ Subchapter S Corporation ☐ Government ☐ Joint Venture
☐ Corporation ☐ Association ☐ Estate ☐ Receivership
State of Inc. ____ ☐ Partnership ☐ Trust
Date of Inc. M,M,D,D,Y,Y,Y,Y ☐ Limited Liability Company ☐ Limited Liability Partnership

4* Legal Business Name

5* Mailing Address – number and street | City | State | ZIP Code

County/Region | Country

6* Business Phone No. (*with area code*) | **7** Email Address | **8** Fax Number (*with area code*)

9* Description of Business: *Describe merchandise sold or taxable activity.*

10* NAICS Codes: Available at www.azdor.gov

11* Did you acquire or change the legal form of an existing business?
☐ No ☐ Yes ➔ You must complete Section F.

12* Are you a construction contractor?
☐ No ☐ Yes *(see bonding requirements)*

BONDING REQUIREMENTS: Prior to the issuance of a Transaction Privilege Tax license, new or out-of-state contractors are required to post a Taxpayer Bond for Contractors unless the contractor qualifies for an exemption from the bonding requirement. The primary type of contracting being performed determines the amount of bond to be posted. Bonds may also be required from applicants who are delinquent in paying Arizona taxes or have a history of delinquencies. Refer to the publication, Taxpayer Bonds, available online at www.azdor.gov or in Arizona Department of Revenue offices.

WITHHOLDING LICENSE ONLY

13* Withholding Physical Location Number and street (*Do not use PO Box, PMB or route numbers*) | City | State | ZIP Code

County/Region | Country

Continued on page 2 ➔

FOR AGENCY USE ONLY		
☐ New	ACCOUNT NUMBER	DLN
☐ Change	START	TRANSACTION PRIVILEGE TAX
☐ Revise	S/E DATE	WITHHOLDING / SSN / EIN
☐ Reopen	COMPLETED DATE	EMPLOYEE'S NAME
	LIABILITY	LIABILITY ESTABLISHED

CASHIER'S STAMP ONLY. DO NOT MARK IN THIS AREA.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)

SECTION B: Identification of Owners, Partners, Corporate Officers Members/Managing Members or Officials of this Employing Unit

If you need more space, attach Additional Owner, Partner, Corporate Officer(s) form available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/or managing members own more than 50% of or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Owner 1

*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
*Street Address		*City	*State	* % Owned
*ZIP Code	*County	*Phone Number (*with area code*)	*Country	

Owner 2

*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
*Street Address		*City	*State	* % Owned
*ZIP Code	*County	*Phone Number (*with area code*)	*Country	

Owner 3

*Social Security No.	*Title	*Last Name	First Name	Middle Intl.
*Street Address		*City	*State	* % Owned
*ZIP Code	*County	*Phone Number (*with area code*)	*Country	

SECTION C: Transaction Privilege Tax (TPT)

1* Date Business Started in Arizona M,M,D,D,Y,Y,Y,Y	2* Date Sales Began M,M,D,D,Y,Y,Y,Y	3 What is your Estimated Tax Liability for your first twelve months of business?

4 Filing Frequency ☐ Monthly ☐ Quarterly ☐ Seasonal ☐ Annual If seasonal filer, *check the months for which you intend to do business:*

☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

5 Does your business sell tobacco products? ☐ Yes ➔ ☐ Retailer OR ☐ Distributor	6 TPT Filing Method ☐ Cash Receipts ☐ Accrual	7 Does your business sell new motor vehicle tires or vehicles? ☐ Yes ➔ You will have to file Motor Vehicle Tire Fee form available at www.azdor.gov

8* Tax Records Physical Location – number and street (*Do not use PO Box, PMB or route numbers*)	City	State	ZIP Code
County	Country		
9* Name of Contact	* Phone Number (*with area code*)	Extension	

SECTION D: Transaction Privilege Tax (TPT) Physical Location

1* Business Name, "Doing Business As" or Trade Name at this Physical Location	2* Phone Number (*with area code*)

3* Physical Location of Business or Commercial/Residential Rental Number and street (*Do not use PO Box, PMB or route numbers*)	City	State	ZIP Code
County/Region	Country		
Residential Rental Only – Number of Units	Reporting City *(if different than the physical location city)*		

4* Additional County/Region Indian Reservation/City: County/Region Indian Reservation and City Codes available at www.azdor.gov

County/ Region					City				

Business Codes (Include all codes that apply): See instructions. Complete list available at www.azdor.gov

State/ County					City				

If you have more locations, attach Additional Business Locations form available at www.azdor.gov

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)

SECTION E: Withholding & Unemployment Tax Applicants

1* *Regarding THIS application*, Date Employees First Hired in Arizona M,M,D,D,Y,Y,Y,Y	**2** Are you liable for Federal Unemployment Tax? ☐ Yes ➔ First year of liability: Y,Y,Y,Y
3 Are individuals performing services that are excluded from withholding or unemployment tax? ☐ Yes ➔ *Describe services:*	**4** Do you have an IRS ruling that grants an exclusion from Federal Unemployment Tax? ☐ Yes ➔ *Attach a copy of the Ruling Letter.*

5 Do you have, or have you previously had, an Arizona unemployment tax number?
☐ No
☐ Yes ➔ Business Name: _____ Unemployment Tax Number: _____

6 First calendar quarter Arizona employees were/will be hired and paid *(indicate quarter as 1, 2, 3, 4)*:	Hired Year	Hired Quarter	Paid Year	Paid Quarter
	Y,Y,Y,Y	Q	Y,Y,Y,Y	Q

	Year	Quarter
7 When did/will you first pay a total of $1,500 or more gross wages in a calendar quarter? *(indicate quarter as 1, 2, 3, 4)* Exceptions: $20,000 gross cash wages Agricultural; $1,000 gross cash wages Domestic/Household; not applicable to 501(c)(3) Non-Profit.	Y,Y,Y,Y	Q
8 When did/will you first reach the 20th week of employing 1 or more individuals for some portion of a day in each of 20 different weeks in the same calendar year? *(indicate quarter as 1, 2, 3, 4)* Exceptions: 10 or more individuals Agricultural; 4 or more individuals 501(c)(3) Non-Profit; not applicable to Domestic/Household.	Y,Y,Y,Y	Q

SECTION F: Acquired Business Information

If you answered "Yes" to Section A, question 11, you must complete Section F.

1* Did you acquire or change all or part of an existing business? ☐ All ☐ Part	**2*** Date of Acquisition M,M,D,D,Y,Y,Y,Y	**3*** EIN of Business Under Previous Owner
4* Previous Owner's Telephone Number	**5*** Name of Business Under Previous Owner	**6*** Name of Previous Owner
7* Did you change the legal form of all or part of the Arizona operations of your existing business? (e.g., change from sole proprietor to corporation or etc.) ☐ All ☐ Part	**8*** Date of Change M,M,D,D,Y,Y,Y,Y	**9*** EIN of Previous Legal Form

SECTION G: AZTaxes.gov Security Administrator

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

SECTION H: Required Signatures

This application must be signed by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business, trustee or receiver or representative of an estate that has been listed in Section B.

1 Print or Type Name	**2** Print or Type Name
Title	Title
Date	Date
Signature	Signature

This application must be completed, signed, and returned as provided by A.R.S. § 23-722.

Equal Opportunity Employer/Program
This application is available in alternative formats at Unemployment Insurance Tax Office.

PLEASE COMPLETE SECTION I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET TO CALCULATE AND REMIT TOTAL AMOUNT DUE WITH THIS APPLICATION.

Name (as shown on page 1)	FEIN or SSN (as shown on page 1)

SECTION I: State/County & City License Fee Worksheet

ALL FEES ARE SUBJECT TO CHANGE. Check for updates at www.azdor.gov.

To calculate **CITY FEE:** Multiply **No. of Locations** by the **License Fee** and enter sum in **License Subtotal**.

City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal	City/Town	Code	No. of Loc's	License Fee	License Subtotal
Apache Junction	AJ		$2.00		Goodyear	GY		$5.00		Sahuarita	SA		$5.00	
Avondale	AV		$0.00		Guadalupe	GU		$2.00		San Luis	SU		$2.00	
Benson	BS		$5.00		Hayden	HY		$5.00		Scottsdale	SC		$50.00	
Bisbee	BB		$1.00		Holbrook	HB		$1.00		Sedona	SE		$2.00	
Buckeye	BE		$2.00		Huachuca City	HC		$2.00		Show Low	SL		$2.00	
Bullhead City	BH		$2.00		Jerome	JO		$2.00		Sierra Vista	SR		$1.00	
Camp Verde	CE		$2.00		Kearny	KN		$2.00		Snowflake	SN		$2.00	
Carefree	CA		$10.00		Kingman	KM		$2.00		Somerton	SO		$2.00	
Casa Grande	CG		$2.00		Lake Havasu	LH		$5.00		South Tucson	ST		$2.00	
Cave Creek	CK		$20.00		Litchfield Park	LP		$2.00		Springerville	SV		$5.00	
Chandler	CH		$2.00		Mammoth	MH		$2.00		St. Johns	SJ		$2.00	
Chino Valley	CV		$2.00		Marana	MA		$5.00		Star Valley	SY		$2.00	
Clarkdale	CD		$2.00		Maricopa	MP		$2.00		Superior	SI		$2.00	
Clifton	CF		$2.00		Mesa	ME		$20.00		Surprise	SP		$10.00	
Colorado City	CC		$2.00		Miami	MM		$2.00		Taylor	TL		$2.00	
Coolidge	CL		$2.00		Nogales	NO		$0.00		Tempe	TE		$50.00	
Cottonwood	CW		$2.00		Oro Valley	OR		$12.00		Thatcher	TC		$2.00	
Dewey/Humboldt	DH		$2.00		Page	PG		$2.00		Tolleson	TN		$2.00	
Douglas	DL		$5.00		Paradise Valley	PV		$2.00		Tombstone	TS		$1.00	
Duncan	DC		$2.00		Parker	PK		$2.00		Tucson	TU		$20.00	
Eagar	EG		$10.00		Patagonia	PA		$0.00		Tusayan	TY		$2.00	
El Mirage	EM		$15.00		Payson	PS		$2.00		Wellton	WT		$2.00	
Eloy	EL		$10.00		Peoria	PE		$50.00		Wickenburg	WB		$2.00	
Flagstaff	FS		$46.00		Phoenix**	PX		$50.00		Willcox	WC		$1.00	
Florence	FL		$2.00		Pima	PM		$2.00		Williams	WL		$2.00	
Fountain Hills	FH		$2.00		Pinetop/Lakeside	PP		$2.00		Winkelman	WM		$2.00	
Fredonia	FD		$10.00		Prescott	PR		$5.00		Winslow	WS		$10.00	
Gila Bend	GI		$2.00		Prescott Valley	PL		$2.00		Youngtown	YT		$10.00	
Gilbert	GB		$2.00		Quartzsite	QZ		$2.00		Yuma	YM		$2.00	
Glendale	GE		$35.00		Queen Creek	QC		$2.00						
Globe	GL		$2.00		Safford	SF		$2.00						

Subtotal City License Fees (column 1)	$	Subtotal City License Fees (column 2)	$	Subtotal City License Fees (column 3)	$

AA TOTAL City License Fee(s) (column 1 + 2 + 3) ..... $

	No. of Loc's	Fee per Location	TOTAL
BB TOTAL State License Fee(s): Calculate by multiplying number of business locations by $12.00		**$12.00**	$

Residential Rental License Fees - Only Chandler, Phoenix, and Scottsdale
Multiply the number of units per locations by $2.00 ($50.00 Annual Cap per license).

	No. of Units	No. of Loc's	City Fee
Residential Rental License-Chandler			$
Residential Rental License-Phoenix			$
Residential Rental License-Scottsdale			$

ONLY CHANDLER, PHOENIX, and SCOTTSDALE should use this section.
DO NOT use the fee chart above to calculate license fees.
The amount for each city CANNOT EXCEED $50.00

CC TOTAL City Residential Rental License Fees (Add Chandler, Phoenix, & Scottsdale) ..... $

DD TOTAL DUE (Add lines AA + BB + CC) ..... $

- Make check payable to Arizona Department of Revenue.
- Include FEIN or SSN on payment.
- Do not send cash.
- License will not be issued without full payment of fee(s).

**If your only business is under Class 213, Commercial Lease, there is no license fee due.

ARIZONA DEPARTMENT OF REVENUE

GENERAL INSTRUCTIONS FOR ARIZONA JOINT TAX APPLICATION (JT-1)

Online Application

Go to www.AZTaxes.gov

Notice for Construction Contractors: Due to bonding requirements, construction contractors are not permitted to license for transaction privilege tax online. For more information, please contact us.

Mailing Address

Arizona Department of Revenue
PO Box 29032
Phoenix, AZ 85038-9032

Customer Service Center Locations

8:00 a.m. – 5:00 p.m.
Monday through Friday
(Except legal Arizona state holidays)

Phoenix Office

1600 West Monroe
Phoenix, AZ 85007

Mesa Office

1840 South Mesa Drive
Building #1352
Mesa, AZ 85201
(This office does not handle billing or account disputes)

Tucson Office

400 West Congress
Tucson, AZ 85701

Customer Service Telephone Numbers

Licensing questions on Transaction Privilege, Withholding or Use Tax
(Arizona Department of Revenue)
(602) 255-3381

Unemployment Tax
(Arizona Department of Economic Security)
(602) 771-6602
E-mail: uitstatus@azdes.gov

The Arizona Joint Tax Application (JT-1) is used to apply for Transaction Privilege Tax, Use Tax, and Employer Withholding and Unemployment Insurance. The Application is called "Joint" because it is used by both the Department of Revenue and Economic Security.

USE THIS APPLICATION TO:

- **License New Business:** If you are selling a product or engaging in a service subject to transaction privilege tax, you will most likely need to obtain the state transaction privilege tax license (TPT) license.

- **Change Ownership:** If acquiring or succeeding to all or part of an existing business or changing the legal form of your business (sole proprietorship to corporation, etc.).

IMPORTANT: To avoid delays in processing of your application, we recommend you read these instructions and refer to them as needed to ensure you have accurately entered all the required information. **This application must be completed, signed, and returned as provided by A.R.S. § 23-722.**

- Please read form instructions while completing the application. Additional information and forms are available at www.azdor.gov.

- Required information is designated with an asterisk (*).

- Please complete Section I: State/County & City License Fee Worksheet to calculate and remit **Total Amount Due** with this application.

When completing this form, please **print or type in black ink**. Legible applications are required for accurate processing. The following numbered instructions correspond to the numbers on the Form JT-1.

If you need to update a license, add a business location, get a copy of your license, or make other changes: Complete a Business Account Update form and include a State fee of $12 per location and any applicable fees related to locations within the City/Town jurisdictions. Additional information and forms are available at www.azdor.gov.

Section A: BUSINESS INFORMATION

1. Provide your **Federal Employer Identification No.** (FEIN) or Social Security No. (SSN) if you are a sole proprietor without employees. Taxpayers are required to provide their taxpayer identification number (TIN) on all returns and documents. A TIN is defined as the federal employer identification number (EIN) or SSN, depending upon how income tax is reported. The EIN is required for all employers. A penalty of $5 will be assessed by the Department of Revenue for each document filed without a TIN.
2. **License Type (Check all that apply):**

   Transaction Privilege Tax (TPT): Anyone engaged in a business taxable under the TPT statutes must apply for a TPT License before engaging in business. For TPT, you are required to obtain and display a separate license certificate for each business or rental location. This may be accomplished in one of the following ways:
   - Each location may be licensed as a separate business with a separate license number for purposes of reporting transaction privilege and use taxes individually. Therefore, a separate application is needed for each location.
   - Multiple locations may be licensed under a consolidated license number, provided the ownership is the same, to allow filing of a single tax return. If applying for a new license, list the various business locations as instructed below. If already licensed and you are adding locations, **do not use this application to consolidate an existing license. Please submit a Business Account Update form, available at www.azdor.gov.**

   Withholding & Unemployment Taxes: Employers paying wages or salaries to employees for services performed in the State must apply for a Withholding number & Unemployment number.

   Use Tax: Out-of-state vendors (that is, vendors with no Arizona location) making direct sales into Arizona must obtain a Use Tax Registration Certificate. In-state business not required to be licensed in Arizona for TPT purposes, making out-of state purchases for their own use (and not for resale) must also obtain the Use Tax registration.

   TPT for cities only: This type of license is needed if your business activity is subject to city TPT which is collected by the state, but the activity is not taxed at the state level.
3. **Type of Organization/Ownership:** Check as applicable. A corporation must provide the state and date of incorporation.
4. Provide the **Legal Business Name** or owner or corporation as listed in its articles of incorporation, or individual and spouse, or partners, or organization owning or controlling the business.
5. Provide the **Mailing Address** (number and street) where all correspondence is to be sent. You may use your home address, corporate headquarters, or accounting firm's address, etc. If mailing address differs for licenses (for instance withholding and unemployment insurance), please send a cover letter with completed application to explain.
6. Provide the **Business Phone Number** including the area code.
7. Provide the **Email Address** for the business or contact person.
8. Provide the **Business Fax Number** including the area code.
9. Provide the **Description of Business** by describing the major taxable business activity, principle product you manufacture, commodity sold, or services performed. Your description of business is very important and MUST link to the appropriate **NAICS Code** and **Business Code**.
10. Provide all **North American Industries Classification System (NAICS) Code(s)** that apply. The NAICS is identified for your business, based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one NAICS code. A current listing is available at www.azdor.gov.
11. If you acquired or changed the legal name of an existing business, you must complete Section F of this application. If you check NO, proceed to number 12.
12. If you are a construction contractor, read bonding requirements and submit the appropriate bonding paperwork with this application. If you check NO, proceed to number 13.
13. Provide the **Withholding Physical Location** of the business. This address cannot be a PO Box or Route Number.

Section B: IDENTIFICATION OF OWNERS, PARTNERS, CORPORATE OFFICERS, MEMBERS/ MANAGING MEMBERS OR OFFICIALS OF THIS EMPLOYING UNIT

Provide the full name, social security number and title of all Owners, Partners, Corporate Officers, Members/ Managing Members or Officials of the Employing Unit. If you need additional space, attach Additional Owners, Partners, Corporate Officer(s) Addendum available at www.azdor.gov. If the owner, partners, corporate officers or combination of partners or corporate officers, members and/ or managing members own more than 50% of, or control another business in Arizona, attach a list of the businesses, percentages owned and unemployment insurance account numbers or provide a General Disclosure/ Power of Attorney (Form 285) which must be filled out and signed by an authorized corporate officer.

Section C: TRANSACTION PRIVILEGE TAX (TPT)

1. Provide the **Date Business Started** in Arizona.
2. Provide the **Date Sales Began** in Arizona or estimate when you plan to begin selling in Arizona.
3. **Tax Liability:** Provide the amount of gross income you can reasonably expect to generate in your first twelve months of business. You will be set up for monthly filing unless your Estimated Tax Liability will result in a tax liability of less than $8,000, which will require you to file quarterly.
4. Based on your tax liability, provide your filing frequency. If your total estimated annual combined Arizona, county and municipal TPT liability is:
   - Less than $2,000, you may file and pay **annually.**
   - Between $2,000 and $8,000, you may file and pay **quarterly**.
   - Otherwise, your transaction privilege taxes are due **monthly**.

   If your business is **Seasonal** or you are a transient **vendor**, indicate the months in which you intend to do business in Arizona.
5. Indicate whether your business sells **tobacco products.** If you checked yes, check the box to indicate if you are a retailer or distributor of tobacco products.
6. **TPT Filing Method:** Check which filing method your business uses for determining tax liability. Cash basis requires the payment of tax based on sales receipts actually received during the period covered on the tax return. When filing under the accrual basis the tax is calculated on the sales billed rather than actual receipts.
7. If you sell new **Motor Vehicle Tires or Vehicles**, you must file the Motor Vehicle Waste Tire Fee form (TR-1) available at www.azdor.gov. Sellers of new motor vehicles and motor vehicle tires in the state, for on-road use, are required to report and pay a waste tire fee to the Department of Revenue.

8. through 9. **Tax Records Physical Location** indicate the physical address where your tax records are located. Include the contact person's name and phone number.

Section D: TRANSACTION PRIVILEGE TAX (TPT) PHYSICAL LOCATION

1. Provide the Business Name, **"Doing Business As" (DBA).** DBA is the name of a business other than the owner's name or, in the case of a corporation, a name that is different from the legal or true corporate name. If it is the same as the **Legal Business Name** enter "same".
2. Provide the **Business Phone Number** including the area code.
3. Provide the **Physical Location** of the business. This address cannot be a PO Box or Route Number. Provide:
   - County/Region
   - Residential Rentals ONLY - Number of Units
   - Reporting City, if different from the **Physical Location** city. For example, if the location for the listed address is listed in an adjacent city, such as Scottsdale, but the location of the business is actually within the city of Phoenix. See "TPT Rate Look Up" on www.AZTaxes.gov .
4. Provide if your business is located on an Indian Reservation; provide the **Additional County/Region Indian Reservation Code(s).** A current listing is available at www.azdor.gov.

   Provide the **Business Code(s)** including all State and City Business Code(s) that apply; based on your major business activity, principle product you manufacture, commodity sold, or services performed. You must indicate at least one business code. A current listing is available at www.azdor.gov.

   If you have more locations, attach Additional Business Locations form available at www.azdor.gov.

Section E: WITHHOLDING & UNEMPLOYMENT TAX APPLICANTS

1. Provide the **Date Employees First Hired** in Arizona.
2. If you are liable for Federal Unemployment Tax, check YES and enter the first year of liability.
3. If individuals in your business are performing services that are excluded from withholding or unemployment tax, check YES and describe the services these individuals are performing.
4. If your business has an IRS ruling that grants an exclusion from Federal Unemployment Tax, check YES and you must attach a copy of the Ruling Letter to this application.
5. If you have, or previously had an Arizona unemployment tax number, check YES and provider the business name you used and the unemployment number.
6. Provide the first calendar quarter Arizona employees were or will be hired and paid.
7. When do you anticipate or did you first pay a total of $1,500 or more in gross wages in a calendar quarter? Indicate the year and quarter in which this occurred or will occur.
8. When do you anticipate or did you first reach the 20th week of employing 1 or more individuals for a full or partial day within the same calendar year? Indicate the year and quarter in which this occurred or will occur.

Section F: ACQUIRED BUSINESS INFORMATION

1. Did you acquire or change all or part of an existing business? If part, to obtain an unemployment tax rate based on the business's previous account, you must request it no later than 180 days after the date of acquisition or legal form of business change; contact the Unemployment Tax Office Experience Rating Unit for an Application & Agreement for Severable Portion Experience Rating Transfer (form UC-247; printable version available online at www.azui.com).

2. Provide the date you acquired the previous owner's business or changed the legal form of your existing business (sole proprietor to corporate, etc.).

3. through 6. Complete as indicated if you know the previous owner's information.

7. through 9. If you merely changed the legal form of your existing business, indicate whether or not you changed all or part of the business, the date of change and EIN of previous Legal Form of Business.

Section G: AZTAXES.GOV SECURITY ADMINISTRATOR

Visit www.AZTaxes.gov (the Arizona Department of Revenue's online customer service center) to register for online services. The authorized individual will have full online access to transaction privilege, use, withholding and corporate tax account information and services. The authorized individual will be able to add or delete users and grant user privileges. Online services include viewing tax account information, filing tax returns, signing returns electronically with a Self-Select Personal Identification Number (PIN) and remitting tax payments.

Section H: REQUIRED SIGNATURES

This application must be signed only by either a sole owner, at least two partners, managing member or corporate officer legally responsible for the business. This application CANNOT be signed by agents or representatives.

Section I: STATE/COUNTY & CITY LICENSE FEE WORKSHEET

There are no fees for Withholding/Unemployment Insurance, or Use Tax registrations. State license fees are calculated per business location. To calculate the city license fees, use the listing of cities on page 4, Section I of this application. City fees are subject to change. Check for updates at www.azdor.gov.

- AA: TOTAL City License Fees – To calculate the city fees, multiply No. of Locations in the city by the license fee and enter sum in Subtotal City License Fees. Then calculate and enter the sum of columns 1 + 2 + 3. If you have a location in Phoenix and the business is only under Class 213, Commercial Lease, there is no license fee due.
- BB: TOTAL State License Fees – To calculate the state fees, multiply the No. of locations in the state by $12.
- CC: TOTAL City Residential Rental License Fee – USE THIS SECTION FOR CHANDLER, PHOENIX AND SCOTTSDALE ONLY. These cities WILL NOT use the larger fee chart. To calculate Residential Rental license fee, multiple the No. of units by the No. of locations by $2.00 ($50.00 Annual Cap per license). The amount for each city CANNOT EXCEED $50.00.
- DD: TOTAL DUE – Add lines AA + BB + CC.

Please send your payment for this amount. Failure to include your payment with this application will result in a delay in processing your license. Licenses are not issued until all fees have been paid.

Make checks payable to the Arizona Department of Revenue. Be sure to return all pages of the application with your payment. Retain a copy of the application for your records.

- DO NOT SEND CASH
- Include your EIN or SSN on payment

State/County Business Codes

Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
002	Mining - Nonmetal	014	Personal Property Rental	051	Jet Fuel Use Tax
004	Utilities	015	Contracting - Prime	053/055	Rental Car Surcharge
005	Communications	017	Retail	129	Use Tax Direct Payments
006	Transporting	019	Severance -Metalliferous Mining	153	Rental Car Surcharge - Stadium
007	Private (Rail) Car	023	Recreational Vehicle Surcharge	315	MRRA Amount
008	Pipeline	025	Transient Lodging	911	911 Telecommunications
009	Publication	029	Use Tax Purchases	912	E911 Prepaid Wireless
010	Job Printing	030	Use Tax from Inventory		
011	Restaurants and Bars	033	Telecommunications Devices		
012	Amusement	041	Municipal Water		
013	Commercial Lease	049	Jet Fuel Tax		

City Business Codes

Codes	Taxable Activities	Codes	Taxable Activities	Codes	Taxable Activities
004	Utilities	020	Timbering & Other Extraction	116	Feed Wholesale
005	Communications	027	Manufactured Buildings	144	Hotel/Motel (additional tax)
006	Transporting	029	Use Tax	213	Commercial Rental, Licensing for Use
009	Publication	030	Use Tax from Inventory	214	Rental, Leasing and Licensing for Use of Tangible Personal Property
010	Job Printing	037	Contracting - Owner Builder	244	Lodging-Extended Stay
011	Restaurants and Bars	040	Rental Occupancy	313	Commercial Lease (additional tax)
012	Amusement	044	Hotels	315	MRRA Amount
015	Contracting - Prime	045	Rental Residential		
016	Contracting Spec Builder	049	Jet Fuel Tax		
017	Retail	051	Jet Fuel Use		
018	Advertising	062	Retail Sales Food for Home Consumption		
019	Severance - Metalliferous Mining	111	Additional Restaurants & Bars		

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)

Arizona Department of Revenue
PO Box 29010 - Phoenix, AZ 85038-9010
For assistance out of state or in the Phoenix area: (602) 255-2060 or
Statewide, toll free area codes 520 and 928: (800) 843-7196

TPT-2 return is due the 20th day of the month following the month in which the transactions were conducted

TAXPAYER IDENTIFICATION NUMBER ☐ SSN ☐ EIN	
LICENSE NUMBER	
PERIOD BEGINNING M M D D Y Y Y Y	PERIOD ENDING M M D D Y Y Y Y
REVENUE USE ONLY. DO NOT MARK IN THIS AREA	
POSTMARK DATE	RECEIVED DATE

TAXPAYER INFORMATION

☐ AMENDED RETURN ☐ FINAL RETURN (Cancel License) ☐ CHECK HERE AND SIGN BELOW IF YOU HAVE NO GROSS RECEIPTS TO REPORT

BUSINESS NAME	
C/O	
MAILING ADDRESS	
CITY STATE ZIP CODE	
☐ ADDRESS CHANGED (MAILING ADDRESS ONLY)	BUSINESS PHONE NUMBER

AA	**NET AZ/COUNTY TAX (PAGE 2, LINE MM, COLUMN (M))**	
BB	**NET CITY TAX (PAGE 3, LINE RR, COLUMN (M))**	
CC	**NET TAX DUE ON THIS RETURN (LINE AA + LINE BB = LINE CC)**	
DD	**TPT ESTIMATED PAYMENTS TO BE USED ON THIS RETURN (JUNE RETURN ONLY, DUE IN JULY)**	
EE	**TAX DUE NET OF TPT ESTIMATED PAYMENTS (LINE CC - LINE DD = LINE EE)**	
FF	**TOTAL AMOUNT REMITTED WITH THIS RETURN**	$

NOTE: A TRANSACTION DETAIL PAGE IS REQUIRED OR THE RETURN WILL NOT PROCESS CORRECTLY AND PENALTIES MAY APPLY.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

☐ The taxpayer designates the individual listed below as the person to contact to schedule an audit of this return and authorize the disclosure of confidential information to this individual.

TAXPAYER PRINTED NAME

TAXPAYER SIGNATURE DATE PAID PREPARER'S SIGNATURE (OTHER THAN TAXPAYER)

TAXPAYER PHONE NO. TITLE PAID PREPARER'S TIN PAID PREPARER'S PHONE NO.

PLEASE MAKE CHECK PAYABLE TO ARIZONA DEPARTMENT OF REVENUE

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

	(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) **(F) - (G) = (H)** NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) **(H) X (I) = (J)** TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) **(H) X (K) = (L)** ACCOUNTING CREDIT	(M) **(J) - (L) = (M)** AZ/COUNTY TAX DUE
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GG	**SUBTOTAL**												
HH	**TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S)**												
II	**TOTAL (LINE GG + LINE HH = LINE II)**												
JJ	**EXCESS TAX COLLECTED**												
KK	**EXCESS TAX ACCOUNTING CREDIT: (SEE INSTRUCTIONS)**												
LL	**NET AZ/COUNTY EXCESS TAX COLLECTED (LINE JJ, COLUMN (M) - LINE KK, COLUMN (M))**												
MM	**NET AZ/COUNTY TAX (LINE II, COLUMN (M) + LINE LL, COLUMN (M))**												

FINAL

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2) **LICENSE NUMBER:** _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

	(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) **(F) - (G) = (H)** NET TAXABLE	(I) CITY TAX RATE	(J) **(H) X (I) = (J)** TOTAL TAX	(K)	(L) CITY CREDIT	(M) **(J) - (L) = (M)** CITY TAX DUE
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NN	**CITY SUBTOTAL**												
OO	**CITY SUBTOTALS FROM ADDITIONAL CITY PAGE(S)**												
PP	**CITY TOTAL (LINE NN + LINE OO = LINE PP)**												
QQ	**CITY EXCESS TAX COLLECTED**												
RR	**NET CITY TAX (LINE PP, COLUMN (M) + LINE QQ, COLUMN (M))**												

FINAL

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____ PAGE 2A OF _____

STATE (AZ) /COUNTY TRANSACTION DETAIL (See Table 1 on the Tax Rate Table, www.azdor.gov)

	(A)	(B) REG. CODE	(C) NAME OF REGION	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) **(F) - (G) = (H)** NET TAXABLE	(I) AZ / COUNTY TAX RATE	(J) **(H) X (I) = (J)** TOTAL TAX	(K) ACCTNG CREDIT RATE	(L) **(H) X (K) = (L)** ACCOUNTING CREDIT	(M) **(J) - (L) = (M)** AZ/COUNTY TAX DUE
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25													
AZ/COUNTY SUBTOTAL						$	$					$	$

ADD SUBTOTALS OF AZ/COUNTY ADDITIONAL TRANSACTIONS TO THE 2ND PAGE OF RETURN

FINAL

TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX RETURN - (TPT-2)
ADDITIONAL TRANSACTIONS

LICENSE NUMBER: _____ PAGE 3A OF _____

CITY TRANSACTION DETAIL (See Table 2 on the Tax Rate Table, www.azdor.gov)

	(A) LOC. CODE	(B) CITY CODE	(C) NAME OF CITY	(D) BUS. CODE	(E) DESC. OF BUS. ACTIVITY	(F) GROSS RECEIPTS	(G) DEDUCTIONS **FROM SCHEDULE A**	(H) (F) - (G) = (H) NET TAXABLE	(I) CITY TAX RATE	(J) (H) X (I) = (J) TOTAL TAX	(K)	(L) CITY CREDIT	(M) (J) - (L) = (M) CITY TAX DUE
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CITY SUBTOTAL						$	$					$	$

ADD SUBTOTALS OF CITY ADDITIONAL TRANSACTIONS TO THE 3RD PAGE OF RETURN

FINAL

TPT-2 – SCHEDULE A DEDUCTIONS – STATE/COUNTY TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____ Page _____ of _____

STATE (AZ) /COUNTY DEDUCTIONS DETAIL

	(A)	(B) REGION CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					$	
2					$	
3					$	
4					$	
5					$	
6					$	
7					$	
8					$	
9					$	
10					$	
11					$	
12					$	
13					$	
14					$	
15					$	
16					$	
17					$	
18					$	
19					$	
20					$	
21					$	
22					$	
23					$	
24					$	
25					$	
26					$	
27					$	
28					$	
29					$	
30					$	
31					$	
32					$	
33					$	
34					$	
35					$	
AA	**SUBTOTAL OF DEDUCTIONS.....**				$	
BB	**DEDUCTION TOTALS FROM ADDITIONAL AZ/COUNTY PAGE(S) ...**				$	
CC	**TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC).....**				$	

TOTAL MUST EQUAL TOTAL ON PAGE 2, LINE II, COLUMN G

FINAL

TPT-2 – SCHEDULE A DEDUCTIONS – CITY
TRANSACTION PRIVILEGE, USE, AND SEVERANCE TAX

LICENSE NUMBER: _____ Page _____ of _____

CITY DEDUCTIONS DETAIL

	(A) LOCATION CODE	(B) CITY CODE	(C) BUSINESS CODE	(D) DEDUCTION CODE	(E) DEDUCTION AMOUNT	(F) DESCRIPTION OF DEDUCTION CODE
1					$	
2					$	
3					$	
4					$	
5					$	
6					$	
7					$	
8					$	
9					$	
10					$	
11					$	
12					$	
13					$	
14					$	
15					$	
16					$	
17					$	
18					$	
19					$	
20					$	
21					$	
22					$	
23					$	
24					$	
25					$	
26					$	
27					$	
28					$	
29					$	
30					$	
31					$	
32					$	
33					$	
34					$	
35					$	
AA	**SUBTOTAL OF DEDUCTIONS**				$	
BB	**DEDUCTION TOTALS FROM ADDITIONAL CITY PAGE(S)**				$	
CC	**TOTAL DEDUCTIONS (LINE AA + LINE BB = LINE CC)**				$	

TOTAL MUST EQUAL TOTAL ON PAGE 3, LINE PP, COLUMN G

FINAL

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Anja Wendel, Senior Assistant City Attorney AW

Co-Submitter: Gary Miller

Date: 05/29/2019

Meeting Date: 06/04/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-22: A resolution of the Flagstaff City Council, approving a Model Uniform Video Service License Agreement and Application and Affidavit for Uniform Video Service License, as required by state law; providing for delegation of authority and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-22 by title only
2) City Clerk reads Resolution No. 2019-22 by title only (if approved above)
3) Adopt Resolution No. 2019-22

Executive Summary:

The Arizona legislature adopted a law that establishes a new licensing system for use of public rights-of-way to provide video services. A copy of the law, Senate Bill 1140/Chapter 331, is attached. The law does not repeal existing laws, but allows an incumbent cable operator (Suddenlink here in Flagstaff) to terminate its existing cable services license agreement and receive a new video service license from and after December 31, 2019.

Cities are required to adopt a standard form of uniform video service license agreement, and application and affidavit for uniform video service license agreement, on or before July 1, 2019. The League of Arizona Cities and Towns has sent us proposed forms which match the state law, and these forms are attached.

Financial Impact:

Any financial impact is speculative at this time.

The licensee (Suddenlink) pays a license fee of 5% of gross revenues. The definition of "gross revenues" has been changed by the new law. If Suddenlink terminates its existing license, and is issued a new license, the revenue will change. The City has asked Suddenlink for information on what it believes the financial impact might be, if issued a new license.

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.

Options and Alternatives:

1. Approve standard forms per law (recommended);
2. Approve different standard forms (not recommended, the forms match state law);
3. Do not approve standard forms (not recommended, because inaction is subject to a legal challenge).

Background/History:

May 16, 2017 Council Meeting: City Council renewed Suddenlink's cable services license, under City Code Chapter 3-09. The license is dated September 22, 2017 and is for a term of ten (10) years.

Key Considerations:

The new law provides that cities shall adopt forms per the new law by July 1, 2019.

A preliminary analysis comparing the current cable services licensing laws vs. the new video services licensing law is attached for informational purposes only. City staff is still evaluating the new law.

The Arizona Constitution, Article 2, Section 25 states: "No bill of attainder, ex-post facto law, or law impairing the obligation of a contract, shall ever be enacted." It is possible a municipality may challenge the legality of the new law to the extent it purports to allow a licensee to terminate an existing license. However, the new video services licensing law clearly applies on a prospective basis to new contracts, and therefore, it is appropriate to adopt the proposed forms as required by law.

Community Involvement:

None.

The City and League of Arizona Cities and Towns provided comments on SB 1140 during the legislative process in an effort to protect local community interests as best as possible.

Attachments: Res 2019-22
Application
License
Video services new law
Comparison of Cable Laws

RESOLUTION NO. 2019-22

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING A MODEL UNIFORM VIDEO SERVICE LICENSE AGREEMENT AND APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE, AS REQUIRED BY STATE LAW; PROVIDING FOR DELEGATION OF AUTHORITY AND AN EFFECTIVE DATE

RECITALS:

WHEREAS, the State of Arizona Fifty-third Legislature has adopted a new law, Chapter 330, located at A.R.S. §§ 9-1401 through 9-1403, 9-1411 through 9-1421, 9-1431 through 9-1433; 9-1441 through 9-1445, 9-1451 through 9-1452, and 41-1092.01 ("New Law");

WHEREAS, the New Law creates a new licensing system for businesses seeking to use and occupy local right-of-way for delivering video service, including but not limited to cable television and internet services;

WHEREAS, the New Law, specifically, A.R.S. § 9-1411(B) requires the cities to adopt a standard form of uniform video service license agreement and a standard form of application and affidavit as described by law on or before July 1, 2019;

ENACTMENTS:

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

SECTION 1. In General.

The standard forms attached hereto are hereby adopted by the City of Flagstaff. Nothing herein shall be construed to modify existing ordinances of the City.

SECTION 2. Delegation of Authority.

The City Engineer or his designee shall have authority to administer the New Law and may approve minor or clerical changes to the forms; however, any license issued pursuant to the New Law requires approval or ratification of the City Council.

SECTION 3. Effective Date.

This resolution shall be effective from and after July 1, 2019.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of June, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE

(Pursuant to Title 9, chapter 13, Arizona Revised Statutes)

Local Government: City/Town of _____

I. Applicant:

Date:		
Applicant's Name:		
Principal Place of Business:		
Phone:	Address:	
City/Town:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Applicant's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Applicant before Local Government:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):

☐ **Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).**

☐ **Applicant is <u>not</u> an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:**

Date:

V. For All Applications:

A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

B. The term of the uniform video service license shall be (not to exceed ten years):

Years

C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).

D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).

E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.

Select one:

The Service Area consists of all the territory within the Boundaries of Local Government:

The Service Area consists of all the territory within the area described on attached Exhibit A.

Applicant Verification

I certify that the information contained in this application for a video service license in the [City/Town] of _____ is true and correct. I further affirm that I am authorized by _____ [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

Name and Title (printed):	
Signature:	*Date:*

Local Government Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this _____ day of _____, 20__; at _____.

[insert NAME of City//Town], an Arizona municipal corporation ("Local Government")

_____
By

_____
Print Name

_____
Title

_____
Address

_____
City, State, Zip

Phone

Fax

Email

Date

Model Uniform Video Service License Agreement
Date of Issuance:_____

This Uniform Video Service License Agreement ("License") is made on the date of issuance hereof by and between the City/Town of _____, an Arizona municipal corporation ("Licensor") and _____, a _____ _____ ("Licensee").

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.

2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:

2.1 The name of Licensee, its type of entity and its jurisdiction of formation.

2.2 The address and telephone number of Licensee's principal place of business.

2.3 The names, titles and addresses of Licensee's principal executive officers or general partners.

2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.

3.2. Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statue and this License .

3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject

to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the City/Town that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be [five (5)] percent.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. Section 38-511.

Licensor

[City/Town] of _____, an Arizona municipal corporation

By: _____
Its:_____
Date: _____

ATTEST:

_____
[City/Town] Clerk

APPROVED AS TO FORM:

_____
[City/Town] Attorney

Licensee

By :_____
Its: _____
Date: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, the _____ of _____, a _____ on behalf of Licensee.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, Mayor of the [City/Town] of _____, an Arizona municipal corporation, on its behalf.

(Seal) _____

EXHIBIT A

[Information about Licensee]

I. Licensee:

Date:		
Applicant's Name:		
Principal Place of Business		
Phone:	Address:	
City:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Licensee's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Licensee before Local Government:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

EXHIBIT B

[Service Area]

Conference Engrossed

State of Arizona
Senate
Fifty-third Legislature
Second Regular Session
2018

CHAPTER 331

SENATE BILL 1140

AN ACT

AMENDING TITLE 9, ARIZONA REVISED STATUTES, BY ADDING CHAPTER 13; AMENDING SECTION 41-1092.01, ARIZONA REVISED STATUTES; RELATING TO VIDEO AND CABLE SERVICE PROVIDERS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Title 9, Arizona Revised Statutes, is amended by adding chapter 13, to read:

CHAPTER 13

VIDEO SERVICE

ARTICLE 1. GENERAL PROVISIONS

9-1401. Definitions

IN THIS CHAPTER, UNLESS THE CONTEXT OTHERWISE REQUIRES:

1. "AFFILIATE" MEANS A PERSON THAT DIRECTLY OR INDIRECTLY, THROUGH ONE OR MORE INTERMEDIARIES, CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH A VIDEO SERVICE PROVIDER.

2. "AGREEMENT" MEANS ANY AGREEMENT OR CONTRACT.

3. "BOUNDARIES OF A LOCAL GOVERNMENT" OR "BOUNDARIES" MEANS:

(a) FOR A CITY OR TOWN, ALL OF THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OR TOWN.

(b) FOR A COUNTY, ALL OF THE AREA OF THE COUNTY THAT IS NOT WITHIN THE CORPORATE LIMITS OF ANY CITY OR TOWN, INCLUDING UNINCORPORATED TERRITORY THAT IS SURROUNDED ON ALL SIDES BY A COMBINATION OF ONE OR MORE CITIES, TOWNS OR INDIAN RESERVATIONS.

4. "CABLE OPERATOR" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED STATES CODE SECTION 522.

5. "CABLE SERVICE" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED STATES CODE SECTION 522.

6. "CABLE SYSTEM" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED STATES CODE SECTION 522.

7. "COMMERCIAL MOBILE SERVICE PROVIDER" MEANS A PERSON THAT PROVIDES COMMERCIAL MOBILE SERVICE AS DEFINED IN 47 UNITED STATES CODE SECTION 332(d) OR COMMERCIAL MOBILE RADIO SERVICE AS DESCRIBED IN 47 CODE OF FEDERAL REGULATIONS SECTION 20.9.

8. "DAY" MEANS A CALENDAR DAY, EXCEPT A SATURDAY OR SUNDAY OR A HOLIDAY PRESCRIBED IN SECTION 1-301.

9. "GROSS REVENUE":

(a) MEANS ALL CASH, CREDITS, PROPERTY OF ANY KIND OR NATURE OR OTHER CONSIDERATION THAT IS RECEIVED DIRECTLY OR INDIRECTLY BY A VIDEO SERVICE PROVIDER, ITS AFFILIATES, OR ANY PERSON, FIRM OR CORPORATION IN WHICH THE VIDEO SERVICE PROVIDER HAS A FINANCIAL INTEREST OR THAT HAS A FINANCIAL INTEREST IN THE VIDEO SERVICE PROVIDER AND THAT IS DERIVED FROM THE VIDEO SERVICE PROVIDER'S OPERATION OF ITS VIDEO SERVICE NETWORK TO PROVIDE VIDEO SERVICE IN THE SERVICE AREA.

(b) INCLUDES ALL REVENUE FROM CHARGES FOR VIDEO SERVICE TO SUBSCRIBERS AND ALL CHARGES FOR INSTALLATION, REMOVAL, CONNECTION OR REINSTATEMENT OF EQUIPMENT NECESSARY FOR A SUBSCRIBER TO RECEIVE VIDEO SERVICE AND ANY OTHER RECEIPTS FROM SUBSCRIBERS DERIVED FROM THE VIDEO SERVICE PROVIDER'S OPERATION OF THE VIDEO SERVICE NETWORK TO PROVIDE VIDEO SERVICE, INCLUDING RECEIPTS FROM FORFEITED DEPOSITS, SALE OR RENTAL OF

EQUIPMENT TO PROVIDE VIDEO SERVICE, LATE CHARGES, INTEREST AND SALE OF PROGRAM GUIDES.

(c) DOES NOT INCLUDE:

(i) ANY REVENUE NOT RECEIVED, EVEN IF BILLED, SUCH AS BAD DEBT NET OF ANY RECOVERIES OF BAD DEBT OR ANY REFUNDS, CREDITS, ALLOWANCES OR DISCOUNTS TO SUBSCRIBERS TO THE EXTENT THAT THE REFUND, REBATE, CREDIT, ALLOWANCE OR DISCOUNT IS ATTRIBUTED TO VIDEO SERVICE.

(ii) REVENUE FROM COMMERCIAL ADVERTISING ON THE VIDEO SERVICE NETWORK, THE USE OR LEASE OF STUDIO FACILITIES OF THE VIDEO SERVICE NETWORK, INTERNET ACCESS SERVICE, THE USE OR LEASE OF ITS FACILITIES LOCATED IN THE HIGHWAYS, THE USE OR LEASE OF LEASED ACCESS CHANNELS OR BANDWIDTH, THE USE OR LEASE OF TOWERS, THE PRODUCTION OF VIDEO PROGRAMMING BY THE VIDEO SERVICE PROVIDER, THE SALE, EXCHANGE, USE OR CABLECAST OF ANY PROGRAMMING BY THE VIDEO SERVICE PROVIDER IN THE SERVICE AREA, SALES TO THE VIDEO SERVICE PROVIDER'S SUBSCRIBERS BY PROGRAMMERS OF HOME SHOPPING SERVICES, REIMBURSEMENTS PAID BY PROGRAMMERS FOR LAUNCH FEES OR MARKETING EXPENSES, LICENSE FEES, TAXES OR OTHER FEES OR CHARGES THAT THE VIDEO SERVICE PROVIDER COLLECTS AND PAYS TO ANY GOVERNMENTAL AUTHORITY, ANY INCREASE IN THE VALUE OF ANY STOCK, SECURITY OR ASSET, OR ANY DIVIDENDS OR OTHER DISTRIBUTIONS MADE FROM ANY STOCK OR SECURITIES.

10. "HIGHWAY" MEANS ALL ROADS, STREETS AND ALLEYS AND OTHER DEDICATED PUBLIC RIGHTS-OF-WAY THAT ARE OPERATED AND MAINTAINED BY A LOCAL GOVERNMENT.

11. "HOLDER" MEANS A VIDEO SERVICE PROVIDER THAT HAS BEEN ISSUED A UNIFORM VIDEO SERVICE LICENSE PURSUANT TO THIS CHAPTER.

12. "HOLDOVER CABLE OPERATOR" MEANS AN INCUMBENT CABLE OPERATOR THAT ELECTS UNDER SECTIONS 9-1412 AND 9-1413 TO CONTINUE TO OPERATE WITHIN ITS SERVICE AREA PURSUANT TO ITS LOCAL LICENSE.

13. "INCUMBENT CABLE OPERATOR" MEANS A CABLE OPERATOR OR OTHER VIDEO SERVICE PROVIDER THAT ON DECEMBER 31, 2019 IS PROVIDING VIDEO SERVICE IN THIS STATE PURSUANT TO A LOCAL LICENSE.

14. "INFORMATION SERVICE" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED STATES CODE SECTION 153.

15. "INTERACTIVE COMPUTER SERVICE" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED STATES CODE SECTION 230(f).

16. "LICENSE" MEANS A FRANCHISE AS DEFINED IN 47 UNITED STATES CODE SECTION 522.

17. "LICENSE FEE" MEANS A LICENSE FEE IMPOSED BY A LOCAL GOVERNMENT ON A VIDEO SERVICE PROVIDER FOR USING THE HIGHWAYS TO PROVIDE AND FOR THE PRIVILEGE OF PROVIDING VIDEO SERVICE.

18. "LOCAL GOVERNMENT" MEANS ANY CITY, INCLUDING A CHARTER CITY, TOWN OR COUNTY.

19. "LOCAL LAW" MEANS ANY CHARTER, CODE, ORDINANCE, RESOLUTION, REGULATION OR OTHER LAW OF A LOCAL GOVERNMENT.

20. "LOCAL LICENSE" MEANS ANY LICENSE, AGREEMENT, PERMIT OR SIMILAR AUTHORIZATION THAT MEETS ALL OF THE FOLLOWING:

(a) ALLOWS A PERSON TO CONSTRUCT OR OPERATE A VIDEO SERVICE NETWORK WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT.

(b) IS ISSUED, GRANTED, APPROVED, EXTENDED OR RENEWED BY THE LOCAL GOVERNMENT BEFORE JANUARY 1, 2020 PURSUANT TO THE AUTHORITY OF ANY FEDERAL, STATE OR LOCAL LAW IN EFFECT AT THE TIME OF THE ISSUANCE, GRANT, APPROVAL, EXTENSION OR RENEWAL.

(c) IS EFFECTIVE UNDER FEDERAL, STATE OR LOCAL LAW ON DECEMBER 31, 2019 FOR THE PERSON TO CONTINUE TO CONSTRUCT OR OPERATE A VIDEO SERVICE NETWORK WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT.

21. "MULTICHANNEL VIDEO PROGRAMMING DISTRIBUTOR" HAS THE SAME MEANING PRESCRIBED IN 47 UNITED STATES CODE SECTION 522.

22. "SERVICE AREA" MEANS THAT PART OF THE BOUNDARIES OF A LOCAL GOVERNMENT WITHIN WHICH A VIDEO SERVICE PROVIDER IS AUTHORIZED TO PROVIDE VIDEO SERVICE PURSUANT TO A UNIFORM VIDEO SERVICE LICENSE OR A LOCAL LICENSE.

23. "SUBSCRIBER" MEANS ANY PERSON IN THIS STATE THAT PURCHASES VIDEO SERVICE. SUBSCRIBER DOES NOT INCLUDE ANY PERSON THAT PURCHASES VIDEO SERVICE FOR RESALE AND THAT, ON RESALE, IS REQUIRED TO PAY A LICENSE FEE PURSUANT TO THIS CHAPTER OR THE TERMS OF A LOCAL LICENSE.

24. "TELECOMMUNICATIONS":

(a) MEANS THE TRANSMISSION, BETWEEN OR AMONG POINTS SPECIFIED BY THE USER, OF INFORMATION OF THE USER'S CHOOSING, WITHOUT CHANGE IN THE FORM OR CONTENT OF THE INFORMATION SENT AND RECEIVED, REGARDLESS OF THE FACILITIES, EQUIPMENT OR TECHNOLOGY USED.

(b) DOES NOT INCLUDE COMMERCIAL MOBILE RADIO SERVICE, PAY PHONE SERVICE, INTERSTATE SERVICE OR CABLE SERVICE.

25. "TELECOMMUNICATIONS PROVIDER" MEANS A PERSON THAT IS REQUIRED TO OBTAIN FROM THE CORPORATION COMMISSION A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO PROVIDE TELECOMMUNICATIONS SERVICE.

26. "TELECOMMUNICATIONS SERVICE" MEANS THE OFFERING OF TELECOMMUNICATIONS FOR A FEE DIRECTLY TO THE PUBLIC, OR TO SUCH USERS AS TO BE EFFECTIVELY AVAILABLE DIRECTLY TO THE PUBLIC, REGARDLESS OF THE EQUIPMENT, FACILITIES OR TECHNOLOGY USED.

27. "UNIFORM VIDEO SERVICE LICENSE" MEANS A LICENSE THAT IS ISSUED BY A LOCAL GOVERNMENT IN THE FORM OF A UNIFORM VIDEO SERVICE LICENSE AGREEMENT AS ADOPTED PURSUANT TO SECTION 9-1411.

28. "VIDEO SERVICE":

(a) MEANS THE PROVISION OF MULTICHANNEL VIDEO PROGRAMMING GENERALLY CONSIDERED COMPARABLE TO VIDEO PROGRAMMING DELIVERED BY A TELEVISION BROADCAST STATION, VIDEO SERVICE OR OTHER DIGITAL TELEVISION SERVICE, WHETHER PROVIDED AS PART OF A TIER, ON DEMAND OR ON A PER-CHANNEL BASIS, WITHOUT REGARD TO THE TECHNOLOGY USED TO DELIVER THE VIDEO SERVICE, INCLUDING INTERNET PROTOCOL TECHNOLOGY OR ANY SUCCESSOR TECHNOLOGY.

(b) INCLUDES CABLE SERVICE.

(c) DOES NOT INCLUDE ANY OF THE FOLLOWING:

(i) VIDEO PROGRAMMING PROVIDED SOLELY AS PART OF, AND THROUGH, A SERVICE THAT ENABLES USERS TO ACCESS CONTENT, INFORMATION, E-MAIL, MESSAGING OR OTHER SERVICES THAT ARE OFFERED VIA THE PUBLIC INTERNET.

(ii) DIRECT BROADCAST SATELLITE SERVICE.

(iii) WIRELESS MULTICHANNEL VIDEO PROGRAMMING THAT IS PROVIDED BY A COMMERCIAL MOBILE SERVICE PROVIDER.

29. "VIDEO SERVICE NETWORK":

(a) MEANS A WIRELINE NETWORK, OR ANY COMPONENT OF A WIRELINE NETWORK, THAT IS LOCATED IN THIS STATE, CONSTRUCTED IN WHOLE OR IN PART IN, ON, UNDER OR OVER ANY HIGHWAY AND USED TO PROVIDE VIDEO SERVICE.

(b) INCLUDES A CABLE SYSTEM.

30. "VIDEO SERVICE PROVIDER":

(a) MEANS ANY PERSON THAT PROVIDES OR OFFERS TO PROVIDE VIDEO SERVICE OVER A VIDEO SERVICE NETWORK TO SUBSCRIBERS IN THIS STATE.

(b) INCLUDES AN INCUMBENT CABLE OPERATOR THAT ELECTED PURSUANT TO SECTIONS 9-1412 AND 9-1413 TO TERMINATE ITS LOCAL LICENSE AND A MULTICHANNEL VIDEO PROGRAMMING DISTRIBUTOR.

(c) DOES NOT INCLUDE A HOLDOVER CABLE OPERATOR.

9-1402. State preemption; uniform regulation and licensing

A. THE LICENSING OF VIDEO SERVICE PROVIDERS AND THE REGULATION AND USE OF VIDEO SERVICE ARE MATTERS OF STATEWIDE CONCERN. EXCEPT AS PROVIDED IN THIS CHAPTER, THE LICENSING OF VIDEO SERVICE PROVIDERS AND THE REGULATION AND USE OF VIDEO SERVICE ARE NOT SUBJECT TO FURTHER REGULATION BY A LOCAL GOVERNMENT. THE REGULATION OF VIDEO SERVICE PURSUANT TO THIS CHAPTER, INCLUDING APPLICATION TO THE LOCAL LICENSES OF INCUMBENT CABLE OPERATORS, IS REASONABLE AND NECESSARY TO PROMOTE ALL OF THE FOLLOWING:

1. PROVISION OF COMPETITIVE VIDEO, TELECOMMUNICATIONS AND INFORMATION SERVICE THROUGHOUT THIS STATE.

2. MORE UNIFORM REGULATION OF COMPETITIVE VIDEO SERVICE THROUGHOUT THIS STATE.

3. STREAMLINED LICENSING BY LOCAL GOVERNMENTS AND MORE UNIFORM TERMS AND CONDITIONS FOR VIDEO SERVICE PROVIDERS THAT USE HIGHWAYS TO PROVIDE VIDEO AND OTHER SERVICES OVER VIDEO SERVICE NETWORKS.

4. CONTINUED MANAGEMENT BY LOCAL GOVERNMENTS OF USE OF THEIR HIGHWAYS WITH REASONABLE BURDENS ON CONSTRUCTION AND MAINTENANCE ACROSS BOUNDARIES BETWEEN LOCAL GOVERNMENTS FOR VIDEO SERVICE PROVIDERS TO USE HIGHWAYS TO PROVIDE VIDEO AND OTHER SERVICES OVER VIDEO SERVICE NETWORKS.

5. CONTINUED LEVYING OF LICENSE FEES BY LOCAL GOVERNMENTS ON SUBSCRIBER SERVICE REVENUES DERIVED FROM OPERATING VIDEO SERVICE NETWORKS TO PROVIDE VIDEO SERVICE.

6. SUPPORT FOR FEDERAL SUBSCRIBER SERVICE STANDARDS.

B. TO THE FULLEST EXTENT ALLOWED BY FEDERAL LAW, THIS CHAPTER OCCUPIES THE ENTIRE FIELD OF LICENSING AND REGULATION OF VIDEO SERVICE.

C. EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER, FROM AND AFTER DECEMBER 31, 2019 THIS CHAPTER PREEMPTS AND LIMITS THE ABILITY OF A LOCAL GOVERNMENT TO REGULATE OR ENFORCE ALL OF THE FOLLOWING:

1. THE APPLICATION OF CHAPTER 5, ARTICLE 1.1 OF THIS TITLE TO VIDEO SERVICE PROVIDERS.

2. ANY LOCAL LAW AND ANY AGREEMENT WITH A LOCAL GOVERNMENT THAT DOES ANY OF THE FOLLOWING:

(a) REQUIRES A PERSON OTHER THAN A HOLDOVER CABLE OPERATOR TO OBTAIN OR HOLD FROM A LOCAL GOVERNMENT ANY LICENSE, PERMIT OR SIMILAR AUTHORIZATION THAT IS A PREREQUISITE TO PROVIDING VIDEO SERVICE OR TO CONSTRUCTING, MAINTAINING OR USING THE HIGHWAYS TO OPERATE A VIDEO SERVICE NETWORK IN THE HIGHWAYS WITHIN ITS BOUNDARIES.

(b) REGULATES THE PROVISION OF VIDEO SERVICE OR THE CONSTRUCTION OR OPERATION OF A VIDEO SERVICE NETWORK IF THE LOCAL LAW DOES NOT CONFORM TO THIS CHAPTER.

(c) IMPOSES ON A VIDEO SERVICE PROVIDER ANY REQUIREMENT THAT IS RELATED TO INFRASTRUCTURE, FACILITIES OR DEPLOYMENT OF EQUIPMENT THAT DOES NOT CONFORM TO THIS CHAPTER, INCLUDING OFFICE LOCATION, INSTITUTIONAL NETWORK, BUILD-OUT, LINE EXTENSION, INVESTMENT OR OTHER OPERATIONAL REQUIREMENTS THAT ARE NOT DIRECTLY RELATED TO THE LOCAL GOVERNMENT'S MANAGEMENT OF THE HIGHWAYS.

(d) REQUIRES A VIDEO SERVICE PROVIDER TO OBTAIN A LICENSE OR OTHER AUTHORIZATION FROM THE LOCAL GOVERNMENT TO PROVIDE TELECOMMUNICATIONS SERVICE, INFORMATION SERVICE, INTERACTIVE COMPUTER SERVICE OR OTHER SERVICE IF THE VIDEO SERVICE PROVIDER USES ITS VIDEO SERVICE NETWORK WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT TO PROVIDE THE SERVICE.

(e) REQUIRES A VIDEO SERVICE PROVIDER TO PAY TO LOCATE IN DUCTS OR CONDUITS OR ON POLES OWNED BY THE LOCAL GOVERNMENT IF THE LOCAL GOVERNMENT REQUIRES INSTALLATION IN THE DUCTS OR CONDUITS OR ON THE POLES.

9-1403. Limited application

THIS CHAPTER DOES NOT:

1. PREVENT A TELECOMMUNICATIONS PROVIDER FROM EXERCISING ANY RIGHTS OR AUTHORITY THAT THE TELECOMMUNICATIONS PROVIDER HAS AS A PUBLIC UTILITY UNDER FEDERAL OR STATE LAW.

2. AFFECT ANY AUTHORITY OF A LOCAL GOVERNMENT, AN AGRICULTURAL IMPROVEMENT DISTRICT, ANY SPECIAL TAXING DISTRICT OR ANY OTHER PERSON THAT CONTROLS UTILITY POLES ON THE HIGHWAYS TO DENY, LIMIT, RESTRICT OR DETERMINE THE RATES, TERMS AND CONDITIONS FOR THE USE OF OR ATTACHMENT BY A VIDEO SERVICE PROVIDER TO UTILITY OR OTHER POLES OWNED BY THE LOCAL GOVERNMENT OR OTHER PERSON. FOR THE PURPOSES OF THIS PARAGRAPH, "AUTHORITY OF A LOCAL GOVERNMENT" INCLUDES POLICE POWERS.

3. VEST IN THE CORPORATION COMMISSION ANY AUTHORITY OR JURISDICTION OVER VIDEO SERVICE, VIDEO SERVICE PROVIDERS OR VIDEO SERVICE NETWORKS OR OVER THE RATES, TERMS AND CONDITIONS OF POLE ATTACHMENTS UNDER 47 UNITED STATES CODE SECTION 224.

4. AFFECT OR PREEMPT ANY GENERALLY APPLICABLE LOCAL LAWS, INCLUDING A LOCAL GOVERNMENT'S POLICE POWER, TO MANAGE THE USE AND OCCUPANCY OF THE HIGHWAYS WITHIN THE LOCAL GOVERNMENT'S BOUNDARIES OR TO EXERCISE THE LOCAL GOVERNMENT'S POLICE POWERS IF THE LOCAL GOVERNMENT APPLIES THE LOCAL LAWS AND THE EXERCISE OF POLICE POWERS TO ALL USERS OF THE HIGHWAYS IN A NONDISCRIMINATORY MANNER.

ARTICLE 2. LOCAL LICENSES

9-1411. Local governments; uniform video service license agreements; forms; provisions

A. FROM AND AFTER DECEMBER 31, 2019, A LOCAL GOVERNMENT HAS THE EXCLUSIVE AUTHORITY TO ISSUE A UNIFORM VIDEO SERVICE LICENSE TO A PERSON TO PROVIDE VIDEO SERVICE AND TO CONSTRUCT AND OPERATE A VIDEO SERVICE NETWORK IN ANY SERVICE AREA WITHIN ITS BOUNDARIES.

B. ON OR BEFORE JULY 1, 2019, EACH LOCAL GOVERNMENT SHALL ADOPT A STANDARD FORM OF UNIFORM VIDEO SERVICE LICENSE AGREEMENT FOR VIDEO SERVICE PROVIDERS TO BE USED BY THE LOCAL GOVERNMENT AND A STANDARD FORM OF APPLICATION AND AFFIDAVIT AS DESCRIBED IN SECTION 9-1414. A LOCAL GOVERNMENT SHALL PRESCRIBE OTHER FORMS ONLY AS NECESSARY TO IMPLEMENT THIS CHAPTER.

C. THE UNIFORM VIDEO SERVICE LICENSE AGREEMENT ADOPTED UNDER SUBSECTION B OF THIS SECTION MUST INCLUDE ALL OF THE FOLLOWING PROVISIONS IN SUBSTANTIALLY THE FOLLOWING FORM AND MAY NOT INCLUDE ANY OTHER PROVISIONS:

1. THE NAME OF THE VIDEO SERVICE PROVIDER, ITS TYPE OF ENTITY AND ITS JURISDICTION OF FORMATION.

2. THE ADDRESS AND TELEPHONE NUMBER OF THE VIDEO SERVICE PROVIDER'S PRINCIPAL PLACE OF BUSINESS.

3. THE NAME AND ADDRESS OF THE VIDEO SERVICE PROVIDER'S PRINCIPAL EXECUTIVE OFFICERS OR GENERAL PARTNERS AND ANY PERSONS AUTHORIZED TO REPRESENT THE VIDEO SERVICE PROVIDER BEFORE THE LOCAL GOVERNMENT.

4. IF THE VIDEO SERVICE PROVIDER IS NOT AN INCUMBENT CABLE OPERATOR, THE DATE ON WHICH THE PROVIDER EXPECTS TO PROVIDE VIDEO SERVICES IN THE AREA IDENTIFIED UNDER PARAGRAPH 5 OF THIS SUBSECTION.

5. AN EXACT DESCRIPTION OF THE SERVICE AREA TO BE SERVED, AS IDENTIFIED BY A GEOGRAPHIC INFORMATION SYSTEM DIGITAL BOUNDARY THAT MEETS OR EXCEEDS NATIONAL MAP ACCURACY STANDARDS.

6. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER PAY THE LICENSE FEES REQUIRED UNDER THIS CHAPTER AND ALL OTHER LAWFUL FEES AND CHARGES IMPOSED BY THE LOCAL GOVERNMENT.

7. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER FILE IN A TIMELY MANNER WITH THE FEDERAL COMMUNICATIONS COMMISSION ALL FORMS REQUIRED BY THAT AGENCY BEFORE OFFERING VIDEO SERVICE IN THE SERVICE AREA, INCLUDING THE FORMS REQUIRED BY 47 CODE OF FEDERAL REGULATIONS SECTION 76.1801.

8. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER AGREES TO COMPLY WITH AND BE SUBJECT TO ALL VALID AND ENFORCEABLE FEDERAL AND STATE LAWS.

9. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER AGREES TO COMPLY WITH ALL GENERALLY APPLICABLE, NONDISCRIMINATORY LOCAL LAWS, INCLUDING HIGHWAY USE, MAPPING, INSURANCE, PERFORMANCE BONDS, SECURITY FUND, INDEMNIFICATION OR SIMILAR REQUIREMENTS THAT APPLY TO THE USE AND OCCUPATION OF ANY HIGHWAY AND THAT CONFORM TO THIS CHAPTER.

10. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH THE PUBLIC, EDUCATION AND GOVERNMENT PROGRAMMING REQUIREMENTS OF THIS CHAPTER.

11. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH ALL CUSTOMER SERVICE RULES OF THE FEDERAL COMMUNICATIONS COMMISSION UNDER 47 CODE OF FEDERAL REGULATIONS SECTION 76.309(c) APPLICABLE TO CABLE OPERATORS.

12. A REQUIREMENT THAT THE VIDEO SERVICE PROVIDER COMPLY WITH THE CONSUMER PRIVACY REQUIREMENTS OF 47 UNITED STATES CODE SECTION 551 APPLICABLE TO CABLE OPERATORS.

13. A GRANT OF AUTHORITY BY THE LOCAL GOVERNMENT TO PROVIDE VIDEO SERVICE IN THE SERVICE AREA AS DESCRIBED UNDER PARAGRAPH 5 OF THIS SUBSECTION.

14. A GRANT OF AUTHORITY BY THE LOCAL GOVERNMENT TO USE AND OCCUPY THE HIGHWAYS IN THE DELIVERY OF THE VIDEO SERVICE, SUBJECT TO THE LAWS OF THIS STATE AND THE POLICE POWERS OF THE LOCAL GOVERNMENT.

15. THE TERM OF THE UNIFORM VIDEO SERVICE LICENSE.

16. A REQUIREMENT THAT THE PARTIES TO THE AGREEMENT ARE SUBJECT TO AND MUST COMPLY WITH THIS CHAPTER.

D. EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER, FROM AND AFTER DECEMBER 31, 2019 A PERSON MAY NOT ACT AS A VIDEO SERVICE PROVIDER OR CONSTRUCT OR OPERATE A VIDEO SERVICE NETWORK WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT WITHOUT FIRST HAVING BEEN ISSUED AND CONTINUING TO HOLD A UNIFORM VIDEO SERVICE LICENSE WITH A SERVICE AREA ENCOMPASSING THE BOUNDARIES.

E. A LOCAL LICENSE SHALL REMAIN ENFORCEABLE IN ACCORDANCE WITH ITS TERMS UNTIL TERMINATED UNDER SECTION 9-1412, SUBSECTION B.

9-1412. Incumbent cable operator; election on local license; procedure to obtain uniform video service license and terminate local license

A. FROM AND AFTER DECEMBER 31, 2019, AN INCUMBENT CABLE OPERATOR MAY ELECT TO DO EITHER OF THE FOLLOWING:

1. CONTINUE TO OPERATE WITHIN A SERVICE AREA AS DEFINED IN THE LOCAL LICENSE PURSUANT TO SECTION 9-1413.

2. TERMINATE THE INCUMBENT CABLE OPERATOR'S LOCAL LICENSE FOR A SERVICE AREA BY APPLYING FOR AND OBTAINING A UNIFORM VIDEO SERVICE LICENSE PURSUANT TO THIS ARTICLE.

B. ON OR BEFORE JULY 1, 2020, TO ELECT TO TERMINATE A LOCAL LICENSE UNDER SUBSECTION A OF THIS SECTION IN THE SAME MANNER AS ANY OTHER VIDEO SERVICE PROVIDER, AN INCUMBENT CABLE OPERATOR SHALL APPLY FOR A UNIFORM VIDEO SERVICE LICENSE THAT INCLUDES ONLY THE SERVICE AREA THAT IS DEFINED

IN THE LOCAL LICENSE. IF AN INCUMBENT CABLE OPERATOR OBTAINS A UNIFORM VIDEO SERVICE LICENSE FOR THE SERVICE AREA, BOTH OF THE FOLLOWING APPLY:

1. THE APPLICANT'S LOCAL LICENSE IS TERMINATED AS TO THE SERVICE AREA BY OPERATION OF LAW FROM AND AFTER THE DATE THE LOCAL GOVERNMENT ISSUES THE UNIFORM VIDEO SERVICE LICENSE.

2. THE INCUMBENT CABLE OPERATOR SHALL OPERATE WITHIN THE SERVICE AREA DEFINED IN THE LOCAL LICENSE UNLESS THE INCUMBENT CABLE OPERATOR ELECTS UNDER SECTION 9-1414, SUBSECTION C TO APPLY FOR A UNIFORM VIDEO SERVICE LICENSE FOR A SERVICE AREA THAT CONSISTS OF THE BOUNDARIES OF THE LOCAL GOVERNMENT.

9-1413. Incumbent cable operator; procedure to continue operating under local license

A. IF AN INCUMBENT CABLE OPERATOR DOES NOT TIMELY ELECT TO TERMINATE A LOCAL LICENSE FOR A SERVICE AREA PURSUANT TO SECTION 9-1412, SUBSECTION B, THE PERSON SHALL CONTINUE TO OPERATE THE CABLE SYSTEM AS A HOLDOVER CABLE OPERATOR WITHIN THE SERVICE AREA DEFINED IN THE LOCAL LICENSE AND SHALL COMPLY WITH THE LOCAL LICENSE FOR AS LONG AS IT REMAINS IN EFFECT FOR THE SERVICE AREA. THE LOCAL LICENSE IS NOT EFFECTIVE FOR THE SERVICE AREA FROM AND AFTER THE DATE THE LOCAL LICENSE EXPIRES BY ITS TERMS. THE LOCAL GOVERNMENT MAY NOT UNILATERALLY RENEW OR EXTEND THE TERM OF THE LOCAL LICENSE FOR THE SERVICE AREA. THE LOCAL GOVERNMENT AND THE HOLDOVER CABLE OPERATOR SHALL COMPLY WITH ALL OF THE FOLLOWING, WHICH SHALL CONTINUE TO APPLY TO THE LOCAL LICENSE:

1. CHAPTER 5, ARTICLE 1.1 OF THIS TITLE.
2. SECTION 9-584.
3. CHAPTER 5, ARTICLE 8 OF THIS TITLE.
4. TITLE 11, CHAPTER 13, ARTICLE 1.

B. TO OPERATE WITHIN A SERVICE AREA FROM AND AFTER THE DATE THE LOCAL LICENSE EXPIRES, THE HOLDOVER CABLE OPERATOR MUST APPLY FOR AND OBTAIN A UNIFORM VIDEO SERVICE LICENSE IN THE SAME MANNER AS ANY OTHER VIDEO SERVICE PROVIDER.

C. IF A HOLDOVER CABLE OPERATOR IS ISSUED A UNIFORM VIDEO SERVICE LICENSE WITH A SERVICE AREA THAT INCLUDES THE SERVICE AREA DEFINED UNDER THE LOCAL LICENSE WHILE OPERATING PURSUANT TO THE LOCAL LICENSE UNDER SUBSECTION A OF THIS SECTION, THE UNIFORM VIDEO SERVICE LICENSE DOES NOT BECOME EFFECTIVE UNTIL THE LOCAL LICENSE EXPIRES.

D. A HOLDOVER CABLE OPERATOR THAT ELECTS TO APPLY FOR A UNIFORM VIDEO SERVICE LICENSE SHALL DO SO AT LEAST ONE MONTH BEFORE THE LOCAL LICENSE EXPIRES.

9-1414. Uniform video service license; application; fees

A. TO OBTAIN A UNIFORM VIDEO SERVICE LICENSE, A PERSON SHALL FILE WITH THE CLERK OF THE LOCAL GOVERNMENT AN APPLICATION AND AFFIDAVIT THAT ARE SIGNED BY ONE OF THE PRINCIPAL EXECUTIVE OFFICERS OR GENERAL PARTNERS OF THE APPLICANT AND THAT COMPLY WITH THIS SECTION.

B. THE APPLICATION AND AFFIDAVIT SHALL BE IN THE FORM REQUIRED BY THE LOCAL GOVERNMENT AND SHALL BE REQUIRED TO CONTAIN ALL OF AND NOT MORE THAN THE FOLLOWING:

1. EACH SERVICE AREA IN WHICH THE APPLICANT INTENDS TO PROVIDE VIDEO SERVICE IN THE FORMAT AS DESCRIBED IN SECTION 9-1411, SUBSECTION C. EXCEPT AS PROVIDED IN SECTION 9-1412, SUBSECTION B, PARAGRAPH 2, UNDER A UNIFORM VIDEO SERVICE LICENSE THE BOUNDARIES OF THE LOCAL GOVERNMENT IS A SINGLE SERVICE AREA AND THE SERVICE AREA CONSISTS OF ALL OF THE TERRITORY WITHIN THE BOUNDARIES OF THAT LOCAL GOVERNMENT.

2. THE INFORMATION PRESCRIBED BY SECTION 9-1411, SUBSECTION C, PARAGRAPHS 1 THROUGH 4. THE HOLDER SHALL NOTIFY THE LOCAL GOVERNMENT IN WRITING OF CHANGES TO THIS INFORMATION WITHIN THIRTY DAYS AFTER THE CHANGE OCCURS.

3. THE TERM OF THE UNIFORM VIDEO SERVICE LICENSE, WHICH MAY NOT EXCEED TEN YEARS.

4. AN AGREEMENT TO PAY ALL LAWFUL FEES AND CHARGES IMPOSED BY THE LOCAL GOVERNMENT.

C. AN INCUMBENT CABLE OPERATOR DESCRIBED IN SECTION 9-1412, SUBSECTION B, PARAGRAPH 2 MAY ELECT TO APPLY FOR A UNIFORM VIDEO SERVICE LICENSE FOR A SERVICE AREA THAT CONSISTS OF THE BOUNDARIES OF A LOCAL GOVERNMENT.

D. IF THE LOCAL GOVERNMENT DETERMINES THAT THE APPLICATION AND AFFIDAVIT ARE INCOMPLETE OR OTHERWISE DEFICIENT FOR FAILURE TO COMPLY WITH THIS SECTION, THE LOCAL GOVERNMENT SHALL PROVIDE WRITTEN NOTICE TO THE APPLICANT NOT LATER THAN FIFTEEN DAYS AFTER THE DATE OF FILING OF THE APPLICATION AND AFFIDAVIT. THE WRITTEN NOTICE SHALL DO BOTH OF THE FOLLOWING:

1. EXPLAIN THE INCOMPLETENESS OR DEFICIENCY IN DETAIL.

2. SPECIFY THE INFORMATION OR OTHER ITEMS THAT ARE NECESSARY UNDER THIS SECTION FOR PROPER COMPLETION OF THE APPLICATION AND AFFIDAVIT.

E. THE LOCAL GOVERNMENT MAY NOT DO ANY OF THE FOLLOWING:

1. CHARGE A FEE FOR FILING OR PROCESSING AN APPLICATION, AFFIDAVIT, NOTICE OR OTHER DOCUMENT UNDER THIS CHAPTER.

2. VOTE ON OR TAKE OTHER OFFICIAL ACTION REGARDING THE APPLICATION, AFFIDAVIT, NOTICE OR OTHER DOCUMENT.

3. REQUIRE THE APPLICANT TO OBTAIN THE APPROVAL OF THE LOCAL GOVERNMENT REGARDING THE APPLICATION, AFFIDAVIT, NOTICE OR OTHER DOCUMENT.

4. REQUIRE THE APPLICANT TO ENTER INTO AN AGREEMENT AS DESCRIBED IN SECTION 9-1442, SUBSECTION I.

9-1415. Authority granted by uniform video service license; conditions and limitations prohibited; providing video service

A. NOT LATER THAN THIRTY DAYS AFTER THE DATE AN APPLICANT FILES A COMPLETED APPLICATION AND AFFIDAVIT PURSUANT TO SECTION 9-1414, THE LOCAL GOVERNMENT SHALL ISSUE A UNIFORM VIDEO SERVICE LICENSE TO THE APPLICANT IN

THE FORM PRESCRIBED BY SECTION 9-1411. IF THE LOCAL GOVERNMENT DOES NOT NOTIFY THE APPLICANT ABOUT THE COMPLETENESS OF THE UNIFORM VIDEO SERVICE LICENSE AGREEMENT WITHIN THE TIME PERIOD PRESCRIBED BY SECTION 9-1414, SUBSECTION D OR ISSUE THE AGREEMENT WITHIN THE TIME PERIOD REQUIRED UNDER THIS SUBSECTION, THE AGREEMENT SHALL BE CONSIDERED COMPLETE AND ISSUED TO THE APPLICANT IN THE FORM SUBMITTED.

B. THE UNIFORM VIDEO SERVICE LICENSE ISSUED TO AN APPLICANT, INCLUDING AN INCUMBENT CABLE OPERATOR, BY A LOCAL GOVERNMENT IS A NONEXCLUSIVE LICENSE GRANTING TO THE HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE THE AUTHORITY FOR THE TERM REQUESTED IN THE APPLICATION TO DO ALL OF THE FOLLOWING:

1. PROVIDE VIDEO SERVICE IN ALL SERVICE AREAS DESIGNATED IN THE APPLICATION AND AFFIDAVIT FILED WITH THE LOCAL GOVERNMENT.

2. CONSTRUCT AND OPERATE A VIDEO SERVICE NETWORK IN THE HIGHWAYS IN EACH SERVICE AREA IN COMPLIANCE WITH THIS CHAPTER AND ALL LOCAL LAWS THAT ARE NOT IN CONFLICT OR OTHERWISE DO NOT CONFORM TO THIS CHAPTER OR THE PURPOSES AND OBJECTIVES OF THIS CHAPTER.

3. OPERATE AND MAINTAIN FACILITIES INSTALLED IN THE HIGHWAYS IN THE SERVICE AREA UNDER A LOCAL LICENSE PURSUANT TO ALL OF THE FOLLOWING:

(a) SECTION 9-506, SUBSECTIONS I AND J.

(b) SECTION 9-584.

(c) CHAPTER 5, ARTICLE 8 OF THIS TITLE AND TITLE 11, CHAPTER 13, ARTICLE 1.

C. A LOCAL GOVERNMENT MAY NOT CONDITION OR LIMIT A UNIFORM VIDEO SERVICE LICENSE BY IMPOSING ANY OBLIGATION OR REQUIREMENT THAT IS NOT AUTHORIZED BY THIS CHAPTER, INCLUDING ANY OF THE FOLLOWING:

1. ANY OFFICE LOCATION, INSTITUTIONAL NETWORK OR OTHER BUILD-OUT, LINE EXTENSION, INVESTMENT OR OTHER REQUIREMENTS RELATING TO THE OVERALL SCOPE, EXTENT AND TIMING OF INFRASTRUCTURE, FACILITIES OR DEPLOYMENT OF EQUIPMENT.

2. ANY REQUIREMENTS TO PAY TO ANY PERSON ANY APPLICATION, DOCUMENT, LICENSE, SERVICE OR OTHER FEE, TAX, CHARGE OR ASSESSMENT THAT IS NOT AUTHORIZED BY THIS CHAPTER.

D. A HOLDER OF A UNIFORM VIDEO SERVICE LICENSE SHALL PROVIDE VIDEO SERVICE IN ACCORDANCE WITH THE CERTIFICATIONS MADE BY THE HOLDER IN EACH APPLICATION AND AFFIDAVIT THAT THE HOLDER FILES WITH A LOCAL GOVERNMENT PURSUANT TO THIS ARTICLE.

9-1416. Amendment of uniform video service license to add service area

A. TO ADD ONE OR MORE NEW SERVICE AREAS TO A UNIFORM VIDEO SERVICE LICENSE, THE HOLDER SHALL FILE WITH THE CLERK OF THE LOCAL GOVERNMENT AN APPLICATION FOR AN AMENDMENT TO THE UNIFORM VIDEO SERVICE LICENSE TO ADD EACH NEW SERVICE AREA.

B. THE APPLICATION IS SUBJECT TO THE SAME PROCEDURES, REQUIREMENTS, LIMITATIONS AND TIME PERIODS AS AN APPLICATION FOR ISSUANCE OF A UNIFORM VIDEO SERVICE LICENSE PURSUANT TO SECTIONS 9-1414 AND 9-1415.

9-1417. Termination of service

A. TO TERMINATE THE AUTHORITY TO PROVIDE VIDEO SERVICE TO AN EXISTING SERVICE AREA AUTHORIZED UNDER THE UNIFORM VIDEO SERVICE LICENSE, THE HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL FILE WITH THE CLERK OF THE LOCAL GOVERNMENT WRITTEN NOTICE OF THE TERMINATION.

B. THE HOLDER MAY TERMINATE SERVICE ON AND AFTER THE DATE THAT THE HOLDER FILES THE WRITTEN NOTICE WITH THE CLERK OF THE LOCAL GOVERNMENT.

C. THE HOLDER SHALL:

1. COMPLY WITH APPLICABLE FEDERAL LAWS, INCLUDING RULES AND REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION.

2. GIVE ALL AFFECTED SUBSCRIBERS AND LOCAL GOVERNMENTS NOTICE AT LEAST NINETY DAYS BEFORE TERMINATION OF SERVICE IN ALL OF A SERVICE AREA THAT CONSISTS OF THE BOUNDARIES OF THE LOCAL GOVERNMENT.

9-1418. Boundary change

EACH LOCAL GOVERNMENT WHOSE BOUNDARIES CHANGE SHALL NOTIFY IN A TIMELY MANNER EACH VIDEO SERVICE PROVIDER THAT OPERATES IN THE BOUNDARIES.

9-1419. Transfer of uniform video service license

A. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION OR OTHERWISE REQUIRED BY FEDERAL LAW, INCLUDING RULES AND REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION, A UNIFORM VIDEO SERVICE LICENSE IS FULLY TRANSFERABLE TO ANY PERSON WHETHER THE TRANSFER ARISES THROUGH MERGER, SALE, ASSIGNMENT, RESTRUCTURING, CHANGE OF CONTROL OR OTHER TYPE OF TRANSACTION. A TRANSFER DOES NOT INCLUDE AN ASSIGNMENT OF A UNIFORM VIDEO SERVICE LICENSE FOR THE PURPOSE OF SECURING INDEBTEDNESS. A TRANSFER MAY INCLUDE LESS THAN ALL SERVICE AREAS ASSOCIATED WITH A UNIFORM VIDEO SERVICE LICENSE.

B. THE HOLDER SHALL FILE WITH THE CLERK OF THE LOCAL GOVERNMENT WRITTEN NOTICE OF THE TRANSFER OF THE UNIFORM VIDEO SERVICE LICENSE. ON THE FILING OF NOTICE UNDER THIS SUBSECTION THE TRANSFEREE BECOMES THE HOLDER.

9-1420. Extension

A. TO EXTEND THE TERM OF A UNIFORM VIDEO SERVICE LICENSE, THE HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL FILE WITH THE CLERK OF THE LOCAL GOVERNMENT AT LEAST ONE MONTH BEFORE THE END OF THE TERM OF THE UNIFORM VIDEO SERVICE LICENSE A NOTICE TO EXTEND THE TERM FOR A SPECIFIED PERIOD NOT TO EXCEED TEN YEARS.

B. EFFECTIVE ON THE DATE THE HOLDER FILES THE WRITTEN NOTICE WITH THE CLERK OF THE LOCAL GOVERNMENT, THE TERM IS EXTENDED FOR THE SPECIFIED PERIOD FROM AND AFTER THE DATE OF THE END OF THE THEN-CURRENT TERM.

C. TRANSFERRING, AMENDING OR MODIFYING A UNIFORM VIDEO SERVICE LICENSE UNDER OTHER SECTIONS OF THIS ARTICLE DOES NOT EXTEND THE TERM OF THE UNIFORM VIDEO SERVICE LICENSE.

9-1421. Subscriber complaints

A. A SUBSCRIBER MAY SUBMIT COMPLAINTS ABOUT VIDEO SERVICE TO ANY OF THE FOLLOWING:

1. THE LOCAL GOVERNMENT WHERE THE SUBSCRIBER RESIDES.

2. THE ATTORNEY GENERAL.

3. THE FEDERAL COMMUNICATIONS COMMISSION.

4. OTHER AUTHORITIES AS PROVIDED BY LAW.

B. A LOCAL GOVERNMENT MAY CHOOSE TO MONITOR AND ASSIST SUBSCRIBERS WITH THE SUBSCRIBER SERVICE STANDARDS PURSUANT TO 47 CODE OF FEDERAL REGULATIONS SECTION 76.309(c) OR TO BE IDENTIFIED ON BILLS TO SUBSCRIBERS AS THE LOCAL FRANCHISE AUTHORITY FOR A SERVICE AREA CONSISTENT WITH RULES OF THE FEDERAL COMMUNICATIONS COMMISSION.

ARTICLE 3. DUTIES OF VIDEO SERVICE PROVIDERS

9-1431. Video service; revocation for nonuse

A. NOT LATER THAN TWENTY-FOUR MONTHS AFTER THE DATE THAT A LOCAL GOVERNMENT ISSUES A UNIFORM VIDEO SERVICE LICENSE PURSUANT TO SECTIONS 9-1414 AND 9-1415 OR AN AMENDED UNIFORM VIDEO SERVICE LICENSE PURSUANT TO SECTION 9-1416, THE HOLDER OF THE UNIFORM VIDEO SERVICE LICENSE SHALL OFFER AND PROVIDE VIDEO SERVICE TO AT LEAST ONE SUBSCRIBER WITHIN EACH SERVICE AREA AUTHORIZED BY THE UNIFORM VIDEO SERVICE LICENSE OR AMENDED UNIFORM VIDEO SERVICE LICENSE UNLESS THE HOLDER CANNOT MEET THE REQUIREMENT FOR REASONS BEYOND THE HOLDER'S CONTROL.

B. IF A HOLDER FAILS TO COMPLY WITH SUBSECTION A OF THIS SECTION, A LOCAL GOVERNMENT MAY REVOKE THE HOLDER'S UNIFORM VIDEO SERVICE LICENSE FOR AFFECTED SERVICE AREAS.

9-1432. Reports; confidentiality; definition

A. A VIDEO SERVICE PROVIDER THAT IS NOT AN INCUMBENT CABLE OPERATOR AND THAT HOLDS A UNIFORM VIDEO SERVICE LICENSE WITH A SERVICE AREA WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT SHALL PREPARE AND SUBMIT TO THE LOCAL GOVERNMENT A SEMIANNUAL REPORT THAT IDENTIFIES THE LOCATIONS WITHIN THE BOUNDARIES THAT ARE ABLE TO RECEIVE VIDEO SERVICE FROM THE VIDEO SERVICE PROVIDER. THIS REPORTING REQUIREMENT APPLIES UNTIL THE VIDEO SERVICE PROVIDER HAS CONSTRUCTED ALL OF THE FACILITIES THE VIDEO SERVICE PROVIDER INTENDS TO CONSTRUCT WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT.

B. THE VIDEO SERVICE PROVIDER SHALL FILE THE REPORT WITH THE LOCAL GOVERNMENT NOT LATER THAN TWENTY DAYS AFTER THE LAST DAY OF THE SECOND AND FOURTH CALENDAR QUARTERS OF EACH YEAR.

C. INFORMATION CONTAINED IN A REPORT THAT IS SUBMITTED TO A LOCAL GOVERNMENT PURSUANT TO THIS SECTION:

1. IS CONFIDENTIAL PROPRIETARY INFORMATION OF THE VIDEO SERVICE PROVIDER.

2. IS NOT A PUBLIC RECORD.

3. MUST BE MANAGED SO THAT ANY CRITICAL INFRASTRUCTURE INFORMATION CONTAINED IN THE REPORT IS PROTECTED AS PROVIDED BY LAW.

4. MAY NOT BE DISCLOSED TO ANY PERSON WHO IS NOT AN OFFICER OR EMPLOYEE OF THE LOCAL GOVERNMENT UNLESS THE VIDEO SERVICE PROVIDER HAS CONSENTED IN WRITING TO THE DISCLOSURE.

D. FOR THE PURPOSES OF THIS SECTION, "CRITICAL INFRASTRUCTURE INFORMATION" HAS THE SAME MEANING PRESCRIBED IN SECTION 41-1801.

9-1433. Nondiscriminatory manner; compliance with standards and federal law

A. A VIDEO SERVICE PROVIDER SHALL ACTIVATE AND OFFER VIDEO SERVICE IN A NONDISCRIMINATORY MANNER WITHIN EACH SERVICE AREA AND MAY NOT DENY ACCESS TO VIDEO SERVICE TO ANY GROUP OF POTENTIAL RESIDENTIAL SUBSCRIBERS WITHIN A PARTICULAR PART OF A SERVICE AREA BECAUSE OF THE INCOME PROFILE OF THE PERSONS WHO RESIDE IN THAT PART OF THE SERVICE AREA.

B. IN PROVIDING VIDEO SERVICE, A VIDEO SERVICE PROVIDER SHALL COMPLY WITH ALL OF THE FOLLOWING:

1. 47 UNITED STATES CODE SECTION 551.

2. ALL ENGINEERING AND SAFETY CODES APPLICABLE TO THE VIDEO SERVICE PROVIDER'S CONSTRUCTION PRACTICES AND INSTALLATION OF EQUIPMENT.

3. ANY TECHNICAL STANDARDS GOVERNING THE DESIGN, CONSTRUCTION AND OPERATION OF A VIDEO SERVICE NETWORK REQUIRED BY FEDERAL LAW.

4. 47 CODE OF FEDERAL REGULATIONS PART 11, AS ADOPTED AND AS MAY BE AMENDED BY THE FEDERAL COMMUNICATIONS COMMISSION, TO THE EXTENT THOSE PROVISIONS REQUIRE A VIDEO SERVICE PROVIDER TO PARTICIPATE IN THE EMERGENCY ALERT SYSTEM.

5. 47 CODE OF FEDERAL REGULATIONS SECTIONS 76.309, 76.1601, 76.1602, 76.1603, 76.1604, 76.1618, 76.1619, 76.1620, 76.1621 AND 76.1622, AS ADOPTED AND AS MAY BE AMENDED BY THE FEDERAL COMMUNICATIONS COMMISSION, ON STANDARDS GOVERNING THE QUALITY OF VIDEO SERVICE AND SUBSCRIBER SERVICE. A VIDEO SERVICE PROVIDER MAY NOT BE REQUIRED TO COMPLY WITH ANY SUBSCRIBER SERVICE STANDARDS THAT ARE MORE BURDENSOME THAN THOSE SET FORTH IN THIS PARAGRAPH.

ARTICLE 4. LOCAL GOVERNMENTS

9-1441. Management of highways; local governments; permits or licenses

A. IN MANAGING A HIGHWAY UNDER LOCAL LAWS AS PRESCRIBED IN SECTION 9-1411, SUBSECTION C, PARAGRAPH 9, A LOCAL GOVERNMENT MAY MANAGE THE USE OF THE HIGHWAY, INCLUDING ALL OF THE FOLLOWING:

1. REQUIRING A VIDEO SERVICE PROVIDER THAT IS CONSTRUCTING, INSTALLING, WORKING WITHIN, MAINTAINING OR REPAIRING FACILITIES IN, ON, UNDER OR OVER ANY HIGHWAY TO OBTAIN A CONSTRUCTION, ENCROACHMENT OR OCCUPANCY PERMIT FOR THE WORK.

2. INSPECTING THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR REPAIR WORK PERFORMED ON SUCH FACILITIES.

3. LIMITING THE INSTALLATION OF NEW AERIAL FACILITIES.

B. IF A VIDEO SERVICE PROVIDER REQUESTS A PERMIT OR INSPECTION, THE LOCAL GOVERNMENT SHALL GRANT OR DENY THE REQUEST WITHIN THE TIME FRAME THAT THE LOCAL GOVERNMENT HAS IN PLACE UNDER SECTION 9-835 OR 11-1605.

C. IF EMERGENCY RESPONSE WORK OR REPAIR BECOMES NECESSARY IN, ON, UNDER OR OVER ANY HIGHWAY, A VIDEO SERVICE PROVIDER MAY BEGIN THAT WORK OR REPAIR WITHOUT PRIOR APPROVAL FROM A LOCAL GOVERNMENT IF THE VIDEO SERVICE PROVIDER NOTIFIES THE LOCAL GOVERNMENT AS PROMPTLY AS REASONABLY POSSIBLE AFTER LEARNING THAT THE WORK OR REPAIR IS NECESSARY.

9-1442. Fees and charges; emergency alert; damage; undergrounding; wireless facilities; definition

A. EXCEPT THE LICENSE FEE ON GROSS REVENUE AUTHORIZED BY SECTION 9-1443 AND TRANSACTION PRIVILEGE TAXES AS PROVIDED IN SUBSECTION B OF THIS SECTION, A LOCAL GOVERNMENT MAY NOT LEVY A TAX, RENT, FEE OR CHARGE, HOWEVER DENOMINATED, ON A VIDEO SERVICE PROVIDER FOR THE USE OF THE HIGHWAYS TO PROVIDE VIDEO SERVICE OR LEVY A TAX, FEE OR CHARGE ON THE PRIVILEGE OF ENGAGING IN THE BUSINESS OF PROVIDING VIDEO SERVICE IN THE SERVICE AREA. TAXES, RENTS, FEES AND CHARGES INCLUDE ALL OF THE FOLLOWING:

1. ACCESS CHANNEL SUPPORT EXCEPT FOR IN-KIND SERVICES, GOODS OR PAYMENTS AS PROVIDED IN SUBSECTION C OF THIS SECTION.

2. RENTAL, APPLICATION, CONSTRUCTION, PERMIT, INSPECTION, INCONVENIENCE AND OTHER FEES AND CHARGES RELATED TO A VIDEO SERVICE PROVIDER'S USE OF THE HIGHWAYS, INCLUDING THE USE AUTHORIZED BY SUBSECTION D OF THIS SECTION EXCEPT THAT A LOCAL GOVERNMENT MAY IMPOSE ON A VIDEO SERVICE PROVIDER SOME OR ALL OF THE FEES AND CHARGES DESCRIBED IN THIS PARAGRAPH. A VIDEO SERVICE PROVIDER SHALL OFFSET THE FEES AND CHARGES IMPOSED PURSUANT TO THIS PARAGRAPH AGAINST THE NEXT LICENSE FEE PAYMENT MADE PURSUANT TO SECTION 9-1443.

B. ANY TRANSACTION PRIVILEGE TAXES OTHERWISE AUTHORIZED BY LOCAL LAW TO BE LEVIED ON THE BUSINESS OF PROVIDING VIDEO SERVICE OR IN RELATION TO USE OF THE HIGHWAYS TO PROVIDE VIDEO SERVICE MAY BE LEVIED ON A VIDEO SERVICE PROVIDER IF THE TAXES ARE LEVIED ONLY ON GROSS REVENUE AND THE RATE OF THE TAXES IS SUBJECT TO THIS SUBSECTION. THIS SUBSECTION DOES NOT AUTHORIZE THE IMPOSITION OF TRANSACTION PRIVILEGE TAXES ON INTERSTATE TELECOMMUNICATIONS SERVICE. THE LICENSE FEE AND ANY TRANSACTION PRIVILEGE TAXES LEVIED ON GROSS REVENUE CONSTITUTE A FRANCHISE FEE WITHIN THE MEANING OF THE TERM IN 47 UNITED STATES CODE SECTION 542(g). THE TOTAL OF THE RATES OF THE LICENSE FEE AND OF ANY TRANSACTION PRIVILEGE TAXES ON GROSS REVENUE LEVIED OR ASSESSED BY A LOCAL GOVERNMENT FOR THE PRIVILEGE OF PROVIDING VIDEO SERVICE AND RELATED USE OF THE HIGHWAYS TO PROVIDE VIDEO SERVICE MAY NOT EXCEED A RATE OF FIVE PERCENT.

C. SUBSECTION A OF THIS SECTION DOES NOT PROHIBIT A LOCAL GOVERNMENT FROM LEVYING FEES AND CHARGES ON A VIDEO SERVICE PROVIDER OR ITS AFFILIATES PURSUANT TO SECTION 9-584 OR PURSUANT TO CHAPTER 5, ARTICLE

8 OF THIS TITLE OR TITLE 11, CHAPTER 13, ARTICLE 1 WITHOUT AN OFFSET AGAINST LICENSE FEES.

D. A LOCAL GOVERNMENT MAY NOT REQUIRE A VIDEO SERVICE PROVIDER TO PROVIDE IN-KIND GOODS OR SERVICES, MAKE IN-KIND PAYMENTS, ASSESSMENTS OR OBLIGATIONS OR PAY A FEE IN ADDITION TO THE MONETARY LICENSE FEE LEVIED OR ASSESSED AS PROVIDED IN SECTION 9-1443, EXCEPT FOR ANY OF THE FOLLOWING:

1. A LOCAL LAW MAY IMPOSE AND ENFORCE OBLIGATIONS EQUALLY AND UNIFORMLY ON ALL VIDEO SERVICE PROVIDERS THAT ARE OPERATING WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT AND ON ALL HOLDOVER CABLE OPERATORS THAT HOLD A LOCAL LICENSE THAT REMAINS IN EFFECT UNDER SECTION 9-1414, SUBSECTION A. UNDER THE LOCAL LAW, A LOCAL GOVERNMENT:

(a) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS TO PROVIDE CHANNEL CAPACITY FOR THE VIDEO SERVICE PROVIDER TO TRANSMIT PROGRAMMING OVER WHICH THE VIDEO SERVICE PROVIDER EXERCISES NO EDITORIAL CONTROL EXCEPT AS AUTHORIZED BY 47 UNITED STATES CODE SECTION 531(e). THE CHANNEL CAPACITY SHALL BE LIMITED TO ONE OF THE FOLLOWING:

(i) NOT MORE THAN TWO CHANNELS OF PUBLIC, EDUCATIONAL OR GOVERNMENTAL ACCESS PROGRAMMING IN THE BASIC SERVICE TIER OF THE VIDEO SERVICE NETWORK AND NOT MORE THAN TWO CHANNELS OF NONCOMMERCIAL GOVERNMENTAL PROGRAMMING, AT LEAST ONE OF WHICH MAY BE PROGRAMMED BY THE FEDERAL GOVERNMENT, IN THE DIGITAL PROGRAMMING TIER OF THE VIDEO SERVICE NETWORK.

(ii) NOT MORE THAN TWO LINES OF ACCESS PROGRAMMING WITH EACH LINE OF PROGRAMMING CARRIED ON UP TO TWO STANDARD DEFINITION CHANNELS AND TWO SWITCHED DIGITAL HIGH-DEFINITION CHANNELS.

(b) SHALL SPECIFY THE PROGRAMMING AND THE VIDEO SERVICE PROVIDER MAY REQUIRE THAT THE CHANNELS REGULARLY DISPLAY AN UNOBTRUSIVE LOGO OR OTHER SUITABLE IDENTIFIER OF THE VIDEO SERVICE PROVIDER, IF THE LOCAL GOVERNMENT REQUIRES CHANNEL CAPACITY PURSUANT TO SUBDIVISION (a) OF THIS PARAGRAPH.

(c) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS TO INCUR COSTS AND EXPENSES TO PROVIDE, MAINTAIN AND OPERATE FACILITIES AND EQUIPMENT OF THE VIDEO SERVICE NETWORK, INCLUDING FACILITIES AND EQUIPMENT FOR SIGNAL CARRIAGE, PROCESSING, REFORMATTING AND INTERCONNECTION FOR ALL OF THE FOLLOWING:

(i) TO CONNECT THE VIDEO SERVICE NETWORK OR CABLE SYSTEM, AS IT MAY BE RELOCATED FROM TIME TO TIME, TO TRANSMIT PROGRAMMING TO AND FROM EXISTING LOCATIONS OF PUBLIC, EDUCATIONAL OR GOVERNMENTAL ACCESS FACILITIES AND TO ALLOW MONITORING OF ACCESS PROGRAMMING AT THE FACILITIES.

(ii) TO TRANSMIT PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS TO SUBSCRIBERS WITH THE SAME PREVAILING QUALITY, FUNCTIONALITY AND IDENTIFICATION AS OTHER CHANNELS.

(d) MAY REQUIRE ALL VIDEO SERVICE PROVIDERS AND INCUMBENT CABLE OPERATORS TO PROVIDE AT NO INITIAL OR RECURRING CHARGE THE BASIC SERVICE

TIER OF VIDEO SERVICE TO ONE OUTLET AND ONE RECEIVING DEVICE AT EACH BUILDING OCCUPIED BY THE LOCAL GOVERNMENT IF THE BUILDING IS NOT MORE THAN TWO HUNDRED FEET FROM THE NEAREST TECHNICALLY AND COMMERCIALLY FEASIBLE POINT OF CONNECTION ON THE VIDEO SERVICE NETWORK.

2. A LOCAL GOVERNMENT MAY RETAIN NONRECEIVING EQUIPMENT THAT IT OWNS WITHOUT CHARGE FOR THE EQUIPMENT'S USE AND AT THE LOCAL GOVERNMENT'S EXPENSE, INCLUDING EQUIPMENT PREVIOUSLY PROVIDED BY AN INCUMBENT CABLE OPERATOR.

E. A LOCAL LAW MAY NOT IMPOSE ANY OBLIGATION ON A VIDEO SERVICE PROVIDER UNDER SUBSECTION D OF THIS SECTION THAT IS MORE BURDENSOME THAN THE LEAST BURDENSOME REQUIREMENT UNDER ANY LOCAL LICENSE WITH A SERVICE AREA WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT THAT WAS IN EFFECT ON FEBRUARY 1, 2019.

F. NONE OF THE ANNUAL FAIR MARKET VALUE OF ANY CHANNEL CAPACITY PROVIDED PURSUANT TO SUBSECTION D, PARAGRAPH 1, SUBDIVISION (a), THE ANNUAL COSTS AND EXPENSES INCURRED PURSUANT TO SUBSECTION D, PARAGRAPH 1, SUBDIVISION (c) AND THE ANNUAL FAIR MARKET VALUE OF BASIC SERVICE AND LINE EXTENSION PROVIDED PURSUANT TO SUBSECTION D, PARAGRAPH 1, SUBDIVISION (d) MAY BE OFFSET AGAINST THE LICENSE FEE LEVIED OR ASSESSED UNDER THIS SECTION.

G. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, BY A NONDISCRIMINATORY LOCAL LAW THAT IMPOSES AND ENFORCES THE OBLIGATIONS EQUALLY AND UNIFORMLY ON ALL VIDEO SERVICE PROVIDERS OPERATING WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT, A LOCAL GOVERNMENT MAY REQUIRE THAT A VIDEO SERVICE PROVIDER BEAR ALL OF THE REASONABLE COSTS THAT ARE ASSOCIATED WITH REPAIR AND RESTORATION OF DAMAGE CAUSED TO PRIVATE PROPERTY OR HIGHWAYS BY THE REPAIR, REPLACEMENT, INSTALLATION, CONSTRUCTION, MAINTENANCE OR OPERATION OF THE VIDEO SERVICE PROVIDER'S FACILITIES IN THE HIGHWAYS AND THAT ARE IMPOSED ON A COMPETITIVELY NEUTRAL AND NONDISCRIMINATORY BASIS IN RELATION TO COSTS BORNE BY TELECOMMUNICATIONS CORPORATIONS UNDER SECTION 9-582, SUBSECTION C.

H. ON APPLICATION A LOCAL GOVERNMENT SHALL ISSUE TO A VIDEO SERVICE PROVIDER OR ITS AFFILIATE A PERMIT TO ATTACH ALLOWED WI-FI RADIO EQUIPMENT TO THE VIDEO SERVICE NETWORK IN THE HIGHWAYS WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT. THE PERMIT SHALL ALLOW INSTALLATION, OPERATION AND MAINTENANCE OF ALLOWED WI-FI RADIO EQUIPMENT. A LOCAL GOVERNMENT MAY REQUIRE THAT ALL OF THE ALLOWED WI-FI RADIO EQUIPMENT AT A SINGLE LOCATION FIT WITHIN A FIFTEEN-INCH CUBE AND BE CONTAINED ENTIRELY WITHIN A GROUND-MOUNTED PEDESTAL OR BE CONNECTED DIRECTLY TO AND MOUNTED AT THE SAME HEIGHT AS ONE OF THE VIDEO SERVICE PROVIDER'S AERIAL HORIZONTAL CONDUCTORS. THIS SUBSECTION DOES NOT DO ANY OF THE FOLLOWING:

1. PROHIBIT A LOCAL GOVERNMENT FROM REQUIRING A VIDEO SERVICE PROVIDER TO PLACE UNDERGROUND AERIAL FACILITIES TO WHICH ALLOWED WI-FI EQUIPMENT IS ATTACHED.

2. PROHIBIT THE IMPOSITION OF A TAX, RENT, FEE OR CHARGE ON REVENUE FROM SERVICES PROVIDED THROUGH ALLOWED WI-FI RADIO EQUIPMENT.

3. AFFECT THE AUTHORITY OF A LOCAL GOVERNMENT TO MANAGE THE HIGHWAYS WITHIN ITS BOUNDARIES OR TO EXERCISE ITS POLICE POWERS, INCLUDING REVIEW AND APPROVAL OF AN APPLICATION BEFORE ISSUING A PERMIT.

4. AFFECT ANY AUTHORITY OF A POLITICAL SUBDIVISION, INCLUDING AN AGRICULTURAL IMPROVEMENT DISTRICT OR ANY OTHER SPECIAL TAXING DISTRICT, THE LOCAL GOVERNMENT OR ANY OTHER PERSON CONTROLLING UTILITY POLES IN THE HIGHWAYS TO DENY, LIMIT, RESTRICT OR DETERMINE THE TERMS AND CONDITIONS FOR THE USE OF OR ATTACHMENT TO THE UTILITY POLES OR ATTACHMENTS TO OTHER POLES OF THE POLITICAL SUBDIVISION, LOCAL GOVERNMENT OR OTHER PERSON BY A VIDEO SERVICE PROVIDER.

I. THIS SECTION DOES NOT PROHIBIT A VIDEO SERVICE PROVIDER FROM AGREEING WITH A LOCAL GOVERNMENT TO PROVIDE IN-KIND SERVICES OR GOODS OR MAKE IN-KIND PAYMENTS IN THE SERVICE AREA THAT ARE OTHERWISE PROHIBITED BY THIS SECTION IF THE AGREEMENT WITH THE LOCAL GOVERNMENT IS NOT ENTERED INTO AS A CONDITION OF OPERATING IN THE SERVICE AREA UNDER A UNIFORM VIDEO SERVICE LICENSE ISSUED PURSUANT TO THIS CHAPTER. THE AGREEMENT MAY AUTHORIZE THE VIDEO SERVICE PROVIDER TO RETAIN LICENSE FEES AND TAXES COLLECTED FROM ITS SUBSCRIBERS IN THE AMOUNT OF ANY OFFSET TO LICENSE FEES SPECIFIED IN THE AGREEMENT.

J. FOR THE PURPOSES OF THIS SECTION, "ALLOWED WI-FI RADIO EQUIPMENT" MEANS RADIO EQUIPMENT THAT USES ONLY UNLICENSED RADIO SPECTRUM AND THAT ENABLES WIRELESS COMMUNICATION WITH A COMMUNICATIONS NETWORK FOR UNLICENSED SERVICES SUCH AS WI-FI SERVICE.

9-1443. License fee; requirements, conditions and limitations; pass through to subscribers

A. FOR THE PRIVILEGE OF A VIDEO SERVICE PROVIDER TO OCCUPY OR USE, IN WHOLE OR IN PART, ANY HIGHWAY WITHIN THE BOUNDARIES OF A LOCAL GOVERNMENT TO PROVIDE VIDEO SERVICE THROUGH A VIDEO SERVICE NETWORK, THE LOCAL GOVERNMENT MAY REQUIRE A VIDEO SERVICE PROVIDER TO PAY A LICENSE FEE TO THE LOCAL GOVERNMENT BASED ON THE GROSS REVENUE THAT THE VIDEO SERVICE PROVIDER RECEIVES FROM ITS SUBSCRIBERS LOCATED WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT. THE LICENSE FEE BOTH:

1. IS SUBJECT TO THE LIMIT PRESCRIBED IN SECTION 9-1442, SUBSECTION B AND TO OFFSET, INCLUDING AMOUNTS COLLECTED FROM SUBSCRIBERS, AS PRESCRIBED BY SECTION 9-1442, SUBSECTIONS A AND I AND SUBSECTION D OF THIS SECTION.

2. SHALL BE DUE NO MORE OFTEN THAN QUARTERLY.

B. IF THE LOCAL GOVERNMENT REQUIRES A LICENSE FEE PURSUANT TO SUBSECTION A OF THIS SECTION, THE LOCAL GOVERNMENT SHALL ADOPT A LOCAL LAW THAT IMPOSES THE LICENSE FEE EQUALLY AND UNIFORMLY ON ALL OF THE FOLLOWING THAT ARE OPERATING WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT:

1. VIDEO SERVICE PROVIDERS.

2. HOLDOVER CABLE OPERATORS.

C. A VIDEO SERVICE PROVIDER SHALL PAY THE ENTIRE AMOUNT OF THE LICENSE FEE DIRECTLY TO THE LOCAL GOVERNMENT IN A CHECK, DRAFT OR NOTE OR AUTOMATED CLEARING HOUSE TRANSACTION THAT IS PAYABLE IN LEGAL TENDER AS DEFINED IN SECTION 43-1021.

D. A VIDEO SERVICE PROVIDER MAY DO ALL OF THE FOLLOWING:

1. PASS THE LICENSE FEE THROUGH TO AND COLLECT THE LICENSE FEE FROM ITS SUBSCRIBERS WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT, INCLUDING FOR AN INCUMBENT CABLE OPERATOR ANY CHANGE IN LICENSE FEES THAT RESULTS FROM A CHANGE IN THE APPLICABLE DEFINITION OF GROSS REVENUE.

2. DESIGNATE THE AMOUNT OF THE LICENSE FEE COLLECTED FROM EACH SUBSCRIBER AS A SEPARATE LINE ITEM ON THE SUBSCRIBER'S BILL.

9-1444. Ownership of a video service network

A. A CITY OR TOWN MAY NOT ACQUIRE AN OWNERSHIP INTEREST IN A VIDEO SERVICE NETWORK UNLESS THE OWNERSHIP INTEREST IS ACQUIRED AT NOT LESS THAN FAIR MARKET VALUE.

B. EXCEPT FOR THE PURPOSES OF ACTING AS AN INTERMEDIARY IN A TRANSFER OF A UNIFORM VIDEO SERVICE LICENSE, A COUNTY MAY NOT OWN A VIDEO SERVICE NETWORK.

9-1445. Review and audit; bundling discounts; action to recover underpayment or overpayment

A. NOT MORE THAN ONCE EVERY THREE YEARS, A LOCAL GOVERNMENT MAY ON REASONABLE WRITTEN NOTICE AUDIT THE BUSINESS BOOKS AND RECORDS OF A VIDEO SERVICE PROVIDER TO THE EXTENT NECESSARY TO ENSURE PAYMENT OF LICENSE FEES PURSUANT TO THIS CHAPTER. THE LOCAL GOVERNMENT MAY NOT AUDIT ANY PERIOD THAT ENDS MORE THAN THREE YEARS BEFORE THE DATE THAT THE NOTICE OF AUDIT IS RECEIVED. ANY AUDITS OF A PERIOD OF TIME BEFORE ISSUANCE OF A UNIFORM VIDEO SERVICE LICENSE SHALL BE CONDUCTED PURSUANT TO THE LOCAL LAWS IN EFFECT DURING THE PERIOD OF TIME.

B. EXCEPT AS OTHERWISE PROVIDED BY FEDERAL LAW, IF A VIDEO SERVICE PROVIDER OFFERS VIDEO SERVICE BUNDLED WITH OTHER SERVICES THAT ARE NOT VIDEO SERVICE FOR A SINGLE DISCOUNTED PRICE, ALL OF THE FOLLOWING APPLY:

1. THE METHOD THAT THE VIDEO SERVICE PROVIDER USES TO DETERMINE GROSS REVENUE SUBJECT TO LICENSE FEES BY ALLOCATING THE SINGLE DISCOUNTED PRICE AMONG THE BUNDLE OF VIDEO SERVICE AND NONVIDEO SERVICES SHALL BE REASONABLE AND SUPPORTED BY THE VIDEO SERVICE PROVIDER'S BOOKS AND RECORDS.

2. THE LOCAL GOVERNMENT SHALL ACCEPT AS REASONABLE, FOR PURPOSES OF MEETING THE VIDEO SERVICE PROVIDER'S BURDEN OF PROOF, AN ALLOCATION BASED ON AN OBJECTIVE AND VERIFIABLE METHOD USING THE BOOKS AND RECORDS THAT THE VIDEO SERVICE PROVIDER KEPT IN THE REGULAR COURSE OF BUSINESS FOR OTHER PURPOSES, INCLUDING NONTAX PURPOSES.

3. A VIDEO SERVICE PROVIDER MAY NOT USE BUNDLED OFFERINGS AS A MEANS TO EVADE PAYING LICENSE FEES.

C. THE LOCAL GOVERNMENT AND THE VIDEO SERVICE PROVIDER SHALL EACH PAY ITS OWN COSTS AND FEES RELATING TO EACH AUDIT PERFORMED PURSUANT TO

SUBSECTION A OF THIS SECTION. IF THE SUM DETERMINED TO BE UNDERPAID EXCEEDS FIVE PERCENT OF THE TOTAL FEES THAT THE AUDIT DETERMINES SHOULD HAVE BEEN PAID FOR THE PERIOD, THE VIDEO SERVICE PROVIDER SHALL PAY THE LOCAL GOVERNMENT'S REASONABLE COSTS OF THE AUDIT.

D. THE RATE OF INTEREST FOR BOTH UNDERPAYMENTS AND OVERPAYMENTS IS THE FEDERAL SHORT-TERM RATE DETERMINED PURSUANT TO 26 UNITED STATES CODE SECTION 6621(b), PLUS THREE PERCENTAGE POINTS.

E. A PERSON THAT PERFORMS A REVIEW AND AUDIT UNDER SUBSECTION A OF THIS SECTION MAY NOT RECEIVE COMPENSATION THAT IS BASED, IN WHOLE OR IN PART, ON EITHER OF THE FOLLOWING:

1. FINDING A PARTICULAR RESULT.

2. THE AMOUNT OF ANY UNDERPAYMENT OR OVERPAYMENT OF THE LICENSE FEE THAT IS IDENTIFIED BECAUSE OF THE REVIEW AND AUDIT.

F. A COMPLAINT BY A LOCAL GOVERNMENT FOR UNDERPAYMENT OF A LICENSE FEE FROM A VIDEO SERVICE PROVIDER OR BY A VIDEO SERVICE PROVIDER FOR OVERPAYMENT OF A LICENSE FEE TO A LOCAL GOVERNMENT SHALL BE MADE PURSUANT TO ARTICLE 5 OF THIS CHAPTER.

G. A COMPLAINT FOR A VIOLATION OF THE LICENSE FEE OBLIGATIONS UNDER THIS CHAPTER MAY NOT BE MADE UNLESS A WRITTEN DEMAND BY A LOCAL GOVERNMENT FOR PAYMENT OF THE LICENSE FEES OR A WRITTEN DEMAND BY A VIDEO SERVICE PROVIDER FOR REFUND OF LICENSE FEES IS MADE WITHIN FOUR MONTHS AFTER THE LOCAL GOVERNMENT OR VIDEO SERVICE PROVIDER REALIZES IT HAS BEEN DAMAGED OR KNOWS OR REASONABLY SHOULD KNOW OF THE DAMAGE CAUSED BY THE ALLEGED VIOLATION.

H. A COMPLAINT MUST BE FILED PURSUANT TO ARTICLE 5 OF THIS CHAPTER WITHIN TWO YEARS AFTER THE WRITTEN DEMAND IS MADE PURSUANT TO THIS SUBSECTION BUT NOT SOONER THAN FOUR MONTHS AFTER THE WRITTEN DEMAND.

ARTICLE 5. ENFORCEMENT

9-1451. Enforcement; office of administrative hearings; fees; fund

A. A LOCAL GOVERNMENT MAY FILE A WRITTEN COMPLAINT AGAINST A VIDEO SERVICE PROVIDER AND A VIDEO SERVICE PROVIDER MAY FILE A WRITTEN COMPLAINT AGAINST A LOCAL GOVERNMENT ALLEGING A VIOLATION OF THIS CHAPTER OR THE UNIFORM VIDEO SERVICE LICENSE AGREEMENT. UNLESS OTHERWISE PROVIDED IN SECTION 9-1445, SUBSECTIONS F, G AND H OR THIS SECTION:

1. ALL COMPLAINTS MUST BE FILED WITH THE OFFICE OF ADMINISTRATIVE HEARINGS.

2. THE COMPLAINANT MUST SERVE A COPY OF THE COMPLAINT ON THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT BY PERSONAL DELIVERY OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR BY ANY OTHER METHOD REASONABLY CALCULATED TO EFFECT ACTUAL NOTICE TO THE LOCAL GOVERNMENT'S LAST ADDRESS OF RECORD FOR THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT.

3. THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT MAY FILE A RESPONSE TO THE COMPLAINT WITH THE OFFICE OF ADMINISTRATIVE HEARINGS WITHIN TWENTY DAYS AFTER SERVICE PURSUANT TO PARAGRAPH 2 OF THIS

SUBSECTION. RESPONSES SHALL BE SERVED PURSUANT TO PARAGRAPH 2 OF THIS SUBSECTION.

B. BEFORE FILING A COMPLAINT PURSUANT TO THIS SECTION ALL OF THE FOLLOWING APPLY:

1. THE COMPLAINANT MUST PROVIDE NOTICE OF THE ALLEGED VIOLATION OF THIS CHAPTER TO THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT.

2. THE PARTY THAT IS THE SUBJECT OF THE COMPLAINT MUST HAVE A PERIOD OF NOT LESS THAN TWENTY DAYS AFTER THE DATE IT RECEIVES THE NOTICE TO RESOLVE THE ALLEGED VIOLATION.

C. A HEARING BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL BE HELD IF A COMPLAINT THAT COMPLIES WITH THIS SECTION IS FILED WITH THE OFFICE OF ADMINISTRATIVE HEARINGS. UNLESS OTHER DEADLINES ARE ESTABLISHED FOR A PARTICULAR COMPLAINT, ALL OF THE FOLLOWING APPLY:

1. THE HEARING SHALL BE HELD WITHIN TWO MONTHS AFTER THE DATE THAT THE COMPLAINT IS FILED AND SERVICE IS COMPLETED PURSUANT TO SUBSECTION A OF THIS SECTION.

2. THE DATE SCHEDULED FOR THE HEARING MAY BE ADVANCED OR DELAYED ON THE AGREEMENT OF THE PARTIES OR ON A SHOWING OF GOOD CAUSE.

D. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL PREPARE AND SERVE A NOTICE OF HEARING ON ALL PARTIES AT LEAST ONE MONTH BEFORE THE HEARING THAT STATES THE TIME AND PLACE OF THE HEARING.

E. A PREHEARING CONFERENCE MAY BE HELD PURSUANT TO SECTION 41-1092.05.

F. UNLESS IT CONFLICTS WITH THE REQUIREMENTS OF THIS SECTION, THE HEARING SHALL BE CONDUCTED PURSUANT TO SECTION 41-1092.07.

G. THE COMPLAINANT HAS THE BURDEN OF PERSUASION AT A HEARING UNDER THIS SECTION.

H. THE DECISION OF THE ADMINISTRATIVE LAW JUDGE IS THE FINAL ADMINISTRATIVE DECISION WITH RESPECT TO THE COMPLAINT. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL SERVE A COPY OF THE ADMINISTRATIVE LAW JUDGE'S DECISION ON ALL PARTIES. THE FINAL ADMINISTRATIVE DECISION MAY BE APPEALED TO THE SUPERIOR COURT PURSUANT TO TITLE 12, CHAPTER 7, ARTICLE 6. NOTWITHSTANDING SECTION 12-910, THE SUPERIOR COURT PROCEEDING SHALL BE A TRIAL DE NOVO.

I. A PARTY MAY MOVE FOR REHEARING PURSUANT TO SECTION 41-1092.09 AND THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL RULE ON THE MOTION. MOVING FOR REHEARING OR REVIEW IS NOT NECESSARY FOR THE PARTY TO SEEK JUDICIAL REVIEW OF THE DECISION OF THE ADMINISTRATIVE LAW JUDGE UNDER SUBSECTION H OF THIS SECTION.

J. SERVICE IS COMPLETE ON PERSONAL SERVICE OR FIVE DAYS AFTER THE DATE THAT THE OFFICE OF ADMINISTRATIVE HEARINGS MAILS THE FINAL ADMINISTRATIVE DECISION TO EACH PARTY'S LAST KNOWN ADDRESS OF RECORD WITH THE LOCAL GOVERNMENT.

K. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ADOPT RULES PURSUANT TO TITLE 41, CHAPTER 6 TO ADMINISTER HEARINGS UNDER THIS CHAPTER.

L. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ESTABLISH, ADMINISTER AND COLLECT FEES IN AN AMOUNT TO BE DETERMINED BY THE DIRECTOR OF THE OFFICE OF ADMINISTRATIVE HEARINGS. THE DIRECTOR SHALL DEPOSIT, PURSUANT TO SECTIONS 35-146 AND 35-147, ALL MONIES IN THE VIDEO SERVICE PROVIDER COMPLAINT FUND ESTABLISHED BY SUBSECTION M OF THIS SECTION.

M. THE VIDEO SERVICE PROVIDER COMPLAINT FUND IS ESTABLISHED CONSISTING OF MONIES COLLECTED PURSUANT TO SUBSECTION L OF THIS SECTION. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL ADMINISTER THE FUND. MONIES IN THE FUND ARE CONTINUOUSLY APPROPRIATED. THE OFFICE OF ADMINISTRATIVE HEARINGS SHALL USE THE MONIES IN THE FUND FOR THE PURPOSE OF ADMINISTERING THE DUTIES SPECIFIED IN THIS ARTICLE.

9-1452. Statute of limitations; costs and attorney fees; federal subscriber service requirements

A. EXCEPT AS PROVIDED IN SECTION 9-1445, SUBSECTIONS F, G AND H, A COMPLAINT UNDER THIS ARTICLE MUST BE FILED WITHIN TWO YEARS AFTER THE COMPLAINANT REALIZES IT HAS BEEN DAMAGED AND KNOWS OR REASONABLY SHOULD KNOW THE CAUSE, SOURCE, ACT, EVENT, INSTRUMENTALITY OR CONDITION THAT CAUSED OR CONTRIBUTED TO THE ALLEGED VIOLATION.

B. EACH PARTY TO A DISPUTE UNDER THIS CHAPTER SHALL BEAR ITS OWN ATTORNEY FEES AND COSTS.

C. THIS ARTICLE DOES NOT APPLY TO CLAIMS THAT A VIDEO SERVICE PROVIDER HAS FAILED TO MEET SUBSCRIBER SERVICE STANDARDS PRESCRIBED BY SECTION 9-1433, SUBSECTION B, PARAGRAPH 5 OR HAS VIOLATED TITLE 44, CHAPTER 10, ARTICLE 7. CLAIMS OF VIOLATIONS OF FEDERAL SUBSCRIBER SERVICE STANDARDS SHALL BE MADE PURSUANT TO THE PROCEDURE ESTABLISHED UNDER FEDERAL LAW.

Sec. 2. Section 41-1092.01, Arizona Revised Statutes, is amended to read:

41-1092.01. Office of administrative hearings; director; powers and duties; fund

A. An office of administrative hearings is established.

B. The governor shall appoint the director pursuant to section 38-211. At a minimum, the director shall have the experience necessary for appointment as an administrative law judge. The director also shall possess supervisory, management and administrative skills, as well as knowledge and experience relating to administrative law.

C. The director shall:

1. Serve as the chief administrative law judge of the office.

2. Make and execute the contracts and other instruments that are necessary to perform the director's duties.

3. Subject to chapter 4, article 4 of this title, hire employees, including full-time administrative law judges, and contract for special services, including temporary administrative law judges, that are necessary to carry out this article. An administrative law judge employed or contracted by the office shall have graduated from an accredited

college of law or shall have at least two years of administrative or managerial experience in the subject matter or agency section the administrative law judge is assigned to in the office.

4. Make rules that are necessary to carry out this article, including rules governing ex parte communications in contested cases.

5. Submit a report to the governor, speaker of the house of representatives and president of the senate by November 1 of each year describing the activities and accomplishments of the office. The director's annual report shall include a summary of the extent and effect of agencies' utilization of administrative law judges, court reporters and other personnel in proceedings under this article and recommendations for changes or improvements in the administrative procedure act or any agency's practice or policy with respect to the administrative procedure act.

6. Secure, compile and maintain all decisions, opinions or reports of administrative law judges issued pursuant to this article and the reference materials and supporting information that may be appropriate.

7. Develop, implement and maintain a program for the continuing training and education of administrative law judges and agencies in regard to their responsibilities under this article. The program shall require that an administrative law judge receive training in the technical and subject matter areas of the sections to which the administrative law judge is assigned.

8. Develop, implement and maintain a program of evaluation to aid the director in the evaluation of administrative law judges appointed pursuant to this article that includes comments received from the public.

9. Annually report the following to the governor, the president of the senate and the speaker of the house of representatives by December 1 for the prior fiscal year:

(a) The number of administrative law judge decisions rejected or modified by agency heads.

(b) By category, the number and disposition of motions filed pursuant to section 41-1092.07, subsection A to disqualify office administrative law judges for bias, prejudice, personal interest or lack of expertise.

(c) By agency, the number and type of violations of section 41-1009.

10. Schedule hearings pursuant to section 41-1092.05 upon the request of an agency or the filing of a notice of appeal pursuant to section 41-1092.03.

D. The director shall not require legal representation to appear before an administrative law judge.

E. Except as provided in subsection F of this section, all state agencies supported by state general fund sources, unless exempted by this article, and the registrar of contractors shall use the services and

personnel of the office to conduct administrative hearings. All other agencies shall contract for services and personnel of the office to conduct administrative hearings.

F. An agency head, board or commission that directly conducts an administrative hearing as an administrative law judge is not required to use the services and personnel of the office for that hearing.

G. Each state agency, and each political subdivision contracting for office services pursuant to subsection I of this section, shall make its facilities available, as necessary, for use by the office in conducting proceedings pursuant to this article.

H. The office shall employ full-time administrative law judges to conduct hearings required by this article or other laws as follows:

1. The director shall assign administrative law judges from the office to an agency, on either a temporary or a permanent basis, at supervisory or other levels, to preside over contested cases and appealable agency actions in accordance with the special expertise of the administrative law judge in the subject matter of the agency.

2. The director shall establish the subject matter and agency sections within the office that are necessary to carry out this article. Each subject matter and agency section shall provide training in the technical and subject matter areas of the section as prescribed in subsection C, paragraph 7 of this section.

I. If the office cannot furnish an office administrative law judge promptly in response to an agency request, the director may contract with qualified individuals to serve as temporary administrative law judges. These temporary administrative law judges are not employees of this state.

J. The office may provide administrative law judges on a contract basis to any governmental entity to conduct any hearing not covered by this article. The director may enter into contracts with political subdivisions of this state, and these political subdivisions may contract with the director for the purpose of providing administrative law judges and reporters for administrative proceedings or informal dispute resolution. The contract may define the scope of the administrative law judge's duties. Those duties may include the preparation of findings, conclusions, decisions or recommended decisions or a recommendation for action by the political subdivision. For these services, the director shall request payment for services directly from the political subdivision for which the services are performed, and the director may accept payment on either an advance or reimbursable basis.

K. The office shall apply monies received pursuant to subsections E and J of this section to offset its actual costs for providing personnel and services.

L. THE OFFICE SHALL RECEIVE COMPLAINTS AGAINST A LOCAL GOVERNMENT OR VIDEO SERVICE PROVIDER AS DEFINED IN SECTION 9-1401 AND SHALL COMPLY WITH THE DUTIES IMPOSED ON THE OFFICE PURSUANT TO TITLE 9, CHAPTER 13.

Sec. 3. Legislative findings

Pursuant to section 41-1107, Arizona Revised Statutes, the legislature has determined that it is reasonable and necessary to promote a matter of statewide concern by regulating the licensure and provision of video service to promote all of the following:

1. Provision of competitive video, telecommunications and information service throughout this state.

2. More uniform regulation of competitive video service throughout this state.

3. Streamlined licensing by local governments and more uniform terms and conditions for video service providers that use highways to provide video and other services over video service networks.

4. Continued management of local governments' use of their highways with reasonable burdens on construction and maintenance across boundaries between local governments for video service providers to use highways.

5. Continued levying of license fees by local governments on subscriber service revenues derived from operating video service networks to provide video service.

6. Support for federal subscriber service standards.

APPROVED BY THE GOVERNOR MAY 16, 2018.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 16, 2018.

PRELIMINARY ANALYSIS OF CHANGES TO CABLE SERVICES LICENSING

City staff is still reviewing the new law and determining what city code updates may be appropriate.

May 22, 2019

CABLE LAW – EXISTING – NOT REPEALED	VIDEO SERVICES LAW – NEW
Licensing: A.R.S. §§ 9-505 – 9-510; City Code Chapter 3-09. Supplemental provisions: A.R.S. § 9-581 et seq. (telecom) A.R.S. § 9-584 (wi-fi aerial strand mounts) A.R.S. § 9-591 et seq (small wireless facilities) Federal Cable Act and regulations	**Licensing:** A.R.S. §§ 9-1401 - 9-1403, 9-1411 -9-1421, 9-1431 -9-1433; 9-1441 -9-1445, 9-1451 - 9-1452, 41-1092.019-14 Supplemental provisions: SAME Federal Cable Act and regulations: SAME
License form: Negotiated. (Examples of terms not contained in new form: penalties, insurance, price bundling, letter of credit, reports, etc.)	**License form:** Form per state law, is skeletal.
Review period: Up to 6 months for a renewal license under federal law.	**Review period:** 30 days from receipt of application.
License to provide cable services: "Cable Service" means the transmission to subscribers of video programming or other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service. § 9-505(3)	**License to provide video services:** "Video Service": (a) Means the provision of multichannel video programming generally considered comparable to video programming delivered by a television broadcast station, video service or other digital television service, whether provided as part of a tier, on demand or on a per-channel basis, without regard to the technology used to deliver the video service, including internet protocol technology or any successor technology. (b) Includes cable service. (c) Does not include any of the following: (i) Video programming provided solely as part of, and through, a service that enables users to access content, information, e-mail, messaging or other services that are offered via the public internet. (ii) Direct broadcast satellite service. (iii) Wireless multichannel video programming that is provided by a commercial mobile service provider.

CABLE LAW – EXISTING – NOT REPEALED	VIDEO SERVICES LAW – NEW (Page 2)
Term: Up to 25 years	**Term:** 10 years
License area: All right-of-way (ROW) and public utility easements.	**License area:** SAME
Other services offered over same network: Telecom, internet	**Other services offered over same network:** SAME
City able to regulate telecom, internet? No. (ACC regulates telecom. FCC regulates internet.)	**City able to regulate telecom, internet?** SAME
Service area: Negotiated. (Suddenlink must serve per line extension policy.)	**Service area:** Only required to provide video service to 1 subscriber within 24 months from when license is issued.
Line-extension requirement: Yes. (Suddenlink provides a 250' standard drop under existing license. This means customer will be connected at no additional cost if certain density requirements are met. This line extension provision is more generous than most cities.)	**Line-extension requirement:** No.
Facilities: Mostly underground, but also aerial strand mounts and small wireless facilities.	**Facilities:** SAME.
Permits to work in ROW required, but fee waived in light of license fee: Yes	**Permits to work in ROW, but fee waived in light of license fee:** SAME
Subject to uniform, nondiscriminatory regulations for work in ROW: Yes, but cable also regulated separately.	**Subject to uniform, nondiscriminatory regulations for work in ROW:** Yes.
Use of city poles and ducts: Per city code. State law requires city to allow small wireless facilities on poles, pay fee of $50/year.	**Use of city poles and ducts:** City may not require video services provider to pay to locate on city poles and ducts, if city requires installation. SAME.
License fee: Up to 5% of "gross revenues" from cable services, transaction privilege tax offset. No license fee from internet or telecom.	**License fee:** Up to 5% of "gross revenues" from video services, transaction privilege tax offset. SAME.

CABLE LAW – EXISTING – NOT REPEALED	VIDEO SERVICES LAW – NEW (Page 3)
"Gross revenues" means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the cable operator, its affiliates, subsidiaries or parent or any person, firm or corporation in which the cable operator has a financial interest or that has a financial interest in the cable operator and that is derived from the cable operator's operation of its cable system to provide cable service in the area of jurisdiction. Gross revenues include all revenue from charges for cable service to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive cable service, and any other receipts from subscribers derived from operating the cable system to provide cable service, including receipts from forfeited deposits, sale or rental of equipment to provide cable service, late charges, interest and sale of program guides. Gross revenues also include all income the cable operator receives from the lease of its facilities located in the public streets, roads and alleys, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the licensing authority. Gross revenues do not include revenues from commercial advertising on the cable system, the use or lease of studio facilities of the cable system, the use or lease of leased access channels or bandwidth, the production of video programming by the cable operator, the sale, exchange, use or cablecast of any programming by the cable operator in the area of jurisdiction, sales to the cable operator's subscribers by programmers of home shopping services, reimbursements paid by programmers for launch fees or marketing expense, license fees, taxes or other fees or charges that the cable operator collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.	**"Gross Revenue":** (a) means all cash, credits, property of any kind or nature or other consideration that is received directly or indirectly by a video service provider, its affiliates, or any person, firm or corporation in which the video service provider has a financial interest or that has a financial interest in the video service provider and that is derived from the video service provider's operation of its video service network to provide video service in the service area. (b) Includes all revenue from charges for video service to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive video service and any other receipts from subscribers derived from the video service provider's operation of the video service network to provide video service, including receipts from forfeited deposits, sale or rental of equipment to provide video service, late charges, interest and sale of program guides. (c) Does not include: (i) Any revenue not received, even if billed, such as bad debt net of any recoveries of bad debt or any refunds, credits, allowances or discounts to subscribers to the extent that the refund, rebate, credit, allowance or discount is attributed to video service. (ii) Revenue from commercial advertising on the video service network, the use or lease of studio facilities of the video service network, internet access service, the use or lease of leased access channels or bandwidth, the use or lease of towers, the production of video programming by the video service provider, the sale, exchange, use or cablecast of any programming by the video service provider in the service area, sales to the video service provider's subscribers by programmers of home shopping services, reimbursements paid by programmers for launch fees or marketing expenses, license fees, taxes or other fees or charges that the video service provider collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made from any stock or securities.

CABLE LAW – EXISTING – NOT REPEALED	VIDEO SERVICES LAW – NEW (Page 4)
Price bundling of cable services with telecom, internet restrictions: Negotiated specific restrictions to prevent evasion of payment of license fee.	**Price bundling of cable services with telecom, internet restrictions:** Law says "video service provider may not use bundled offerings as a means to evade paying license fees." Provider given discretion to select methods, and only must justify as reasonable.
Revenue generated by license fee: $500,000/year	**Revenue generated by license fee:** Less. (Suddenlink has been asked to review.)
Public, educational, or governmental access channels for City: 3 channels, negotiate whether in basic service tier. (NAU educational channel in basic service tier.)	**Public, educational, or governmental access channels for City:** Maximum 2 in basic service tier, 2 in digital programming tier.
Institutional network (for city): Yes, but cost must be offset against license fee. (Suddenlink renewal license has no I-net.)	**Institutional network (for city):** No.
Basic service tier: Negotiated, free for certain city and public school buildings.	**Basic service tier:** Negotiated, free for certain city buildings if located within 200' from network.
Cable services network maps: Treated as confidential, but subject to public records laws.	**Videos services network maps:** Exempted from public records laws. General information will be given to city.
Customer service standards: Federal standards, plus city may negotiate stricter standards. (City does not require stricter.)	**Customer service standards:** Federal standards.
Customer complaints: City or FCC.	**Customer complaints:** Complaints may be filed with City, FCC, or Attorney General's Office.
Local customer service office: Negotiated.	**Local customer service office:** May not require.
Audits: Negotiated.	**Audits:** Once every 3 years.
License violations: License establishes penalties for violations, subject to City Council review.	**License violations:** Office of Administrative Hearings review process.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Director
Co-Submitter:	Heidi Derryberry, Assistant Finance Director
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-24: A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative estimates of the amounts required for the public expense for the City of Flagstaff for Fiscal Year 2019-2020; adopting a Tentative Budget; setting forth the receipts and expenditures; the amount proposed to be raised by direct property taxation; giving notice of the time for hearing taxpayers, for adopting of Budget and for fixing the tax levies. ***(Adopt Tentative Budget for City FY 19-20)***

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2019-24 by title only
2) City Clerk reads Resolution No. 2019-24 by title only (if approved above)
3) Adopt Resolution No. 2019-24

Executive Summary:

Arizona Revised Statutes (Sections 42-17101, 42-17102, and 42-17105) require that each municipality adopt and publish, in a specified format, a tentative budget. The adoption of the tentative budget has the effect of establishing an amount that cannot be exceeded in the final adoption of the budget.

Furthermore, the adoption of the tentative budget sets into motion a legally mandated time sequence of actions to which the Council must adhere to adopt a final budget and to levy property taxes.

Financial Impact:

The tentative budget must be adopted to set the appropriate sequence of events in place for final budget adoption.

Policy Impact:

The Fiscal Year (FY) 2019-2020 budget is the guiding document for the financial plan of the City.

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

The adoption of the Annual Budget and Financial Plan provides Council direction and financial resources to support the Council Goals, Regional Plan and Team Flagstaff Strategic Plans.

Has There Been Previous Council Decision on This:

- January Budget Retreat on January 9 and 16, 2019
- February Budget Retreat on February 7, 2019
- Council Budget Work Session on April 23 & 24, 2019

Options and Alternatives:

The City may delay the tentative budget adoption until no later than the 3rd Monday in July. While the City would be able to continue operations through a Continuing Disclosure resolution, the City would not be able to commit to any expenditures directly related to the FY 2019-2020 budget.

Background/History:

The budget is generally presented for tentative adoption in late May or early June to assure funding is appropriated within Council Goals and Objectives at the beginning of the fiscal year.

At the January Council budget retreat, Council reviewed and updated the Council Goals and Objectives. These Goals and Objectives were used to develop the 2019-2020 proposed budget. During the February 2019 budget retreat, Council provided further direction on the 2019-2020 proposed budget based on the Council Goals and Objectives. During the April 2019 budget work session, Council provided additional requests, and they are included in the budget. After the April budget work session divisions provided revised year-end estimates and carryover of funding primarily for capital projects.

Key Considerations:

The adoption of the tentative budget sets into motion a legally mandated time sequence of actions to which the Council must adhere to adopt a final budget and to levy property taxes. If this time sequence is not met as required by statute, the tentative adoption, final adoption of the budget and property tax levy actions, and related publications must be started over.

The process is prescribed through the Arizona Revised Statutes. The tentative budget must be adopted no later than the 3rd Monday in July. The schedules for Council budget and property tax levy actions are as follows:

June 4, 2019, Tentative adoption of the budget by Council
June 18, 2019 Truth in taxation, proposed budget and property tax levy public hearing
June 18, 2019, Final budget adoption (done in a Special Meeting)
June 18, 2019, First reading of property tax ordinance
July 2, 2019, Final reading and adoption of the property tax ordinance

Expanded Financial Considerations:

Funds must be appropriated to allow for expenditures to occur. The tentative budget must be adopted to set the appropriate sequence of events in place for final budget adoption.

Community Benefits and Considerations:

The Community has the opportunity to present any questions or concerns regarding the budget before the final budget adoption occurs in June.

Community Involvement:

Inform and Involve: The Community has the opportunity to be involved at the public hearing held in conjunction with final adoption. Citizens are welcome to attend Council Budget retreats. The City Manager's recommended budget was discussed during the Council Budget Retreat on April 23 and 24, 2019. Public participation was available. Notice of the proposed change in the primary property tax and a public hearing is posted on City social media per A.R.S. Section 9-499.15 and is being published per the A.R.S. Section 42-17107 "truth in taxation" requirements. Notice of the estimates of the revenues and expenses and a public hearing is being distributed and published per A.R.S. Section 42-17103.

Attachments: Res. 2019-24
Tentative Budget Presentation
FY 2020 Tentative Budget

RESOLUTION NO. 2019-24

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE TENTATIVE ESTIMATES OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF FLAGSTAFF FOR THE FISCAL YEAR 2019-2020; ADOPTING A TENTATIVE BUDGET; SETTING FORTH THE RECEIPTS AND EXPENDITURES; THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION; GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS, FOR ADOPTING OF BUDGET AND FOR FIXING THE TAX LEVIES

ENACTMENTS:

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AS FOLLOWS:

SECTION 1. That the accompanying statements and exhibits attached to this Resolution as Schedules A, B, C, D, E, F and G are incorporated herein by this reference, and are hereby adopted as the tentative budget for the City of Flagstaff for the fiscal year 2019-2020.

SECTION 2. That the City Clerk be, and she hereby is, authorized and directed to publish in the manner prescribed by law the estimates of expenditures as set forth in Schedules A, B, C, D, E, F and G together with a notice that the Council will meet on June 18, 2019, for the purpose of final hearing of taxpayers and for adoption of the 2019-2020 Annual Budget for the City of Flagstaff with the final reading and adoption of the property tax ordinance on the 2nd day of July, 2019, at the hour of 6:00 p.m. in the City Council Chamber at 211 West Aspen Avenue, Flagstaff, Arizona.

SECTION 3. Upon the recommendation by the Manager and with the approval of the Council, expenditures may be made from the appropriation for contingencies. The transfers of any sums within any specific appropriation may be made only upon the approval of the Council.

SECTION 4. Money from any fund may be used for any of these appropriations, except money specifically restricted by State Law or by City Ordinance or Resolution.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of June, 2019.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Flagstaff FY2020 Budget

June 4, 2019

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

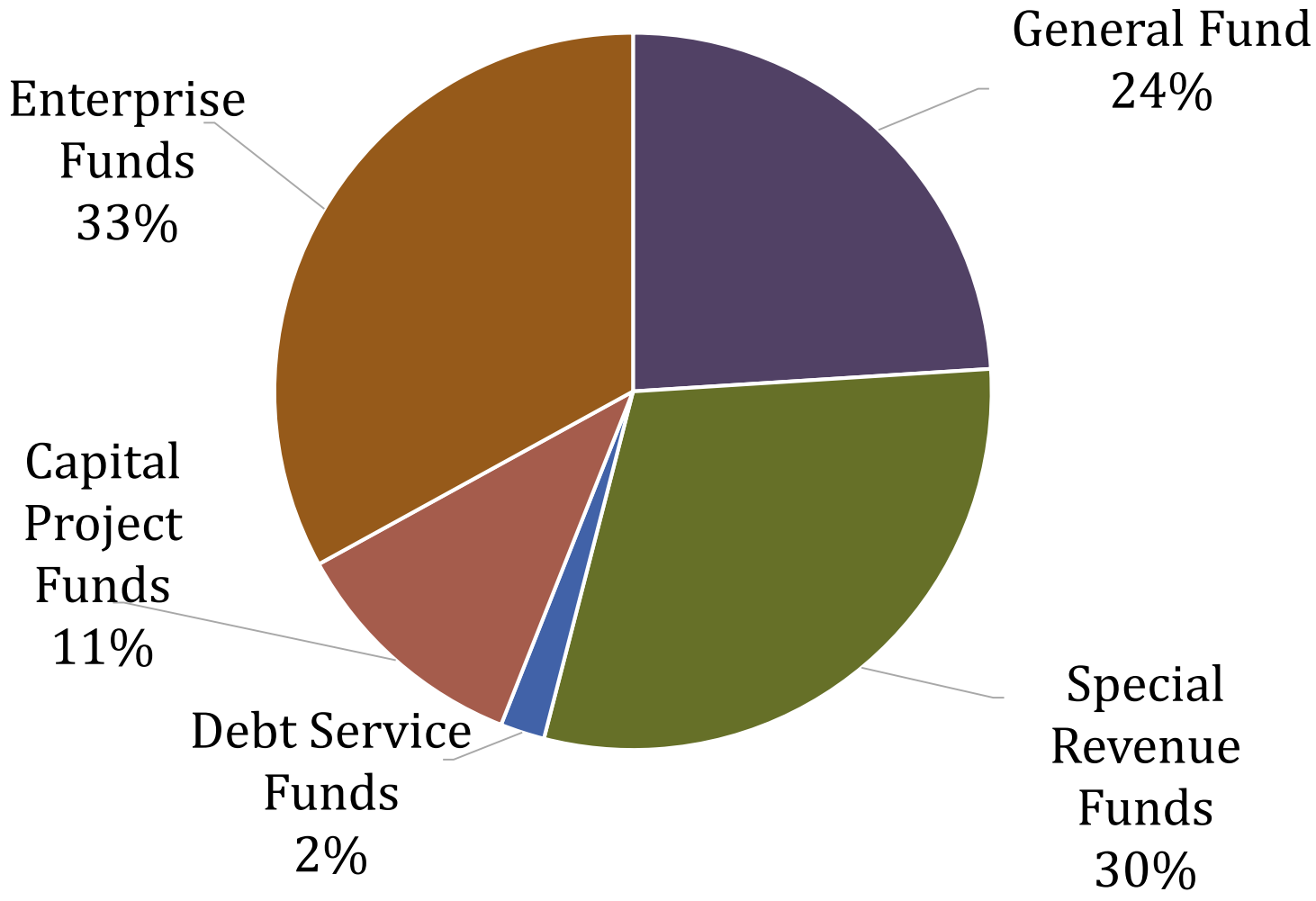
Timeline

- June 4th – Tentative Budget Adoption
  - Sets maximum appropriation
  - Sets in motion legal requirements for final adoption
- June 18th
  - Public hearing for truth in taxation, budget and tax levy
  - Final budget adoption
  - First reading of property tax ordinance
- July 2nd – Second reading and adoption of property tax ordinance

Legal Schedule A

Total FY2020 Budget: $338,853,866

$58.9M (21%) increase over FY2019



TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Highlights

- Focused on Council Goals and Objectives
- Merit increases
- Additional Public Safety pension funding
- Benefit increases
- Continued to move one-time funded items to ongoing

Investments by Council Goal

Changes Since April Retreat

Appropriations Increased by $77.8M

- Council Adds - $1,393,250
  - Public Safety Pension $900,000
  - Winter Holiday $30,000
  - Climate Data Software $3,250
  - Disability Service Providers $100,000
  - Launch $50,000
  - Indigenous Coordinator to Full Time $40,000
  - Housing Assistance (CHAP) $170,000
  - Emerging Housing Models Education $25,000
  - Affordable Housing Development Coordinator $75,000
  - Reallocation of resources for Climate and Energy Coordinator and Code Compliance Lighting Specialist

Changes Since April Retreat

Appropriations Increased by $77.8M

- Capital Carryovers - $58.5M
  - Transportation projects, USGS building, Courthouse, Water Services projects and Fleet purchases
- Operational Carryovers - $14.7M
  - Various studies, software and contracts
- Grant Carryovers - $1.5M
  - CDBG/Home, FMPO and new airline services
- Library Reserves Carryover - $900,000
- 4th Street Overpass Project - $800,000

Additional Information

- The Tentative Budget Book will be available 6/5/19 at the following locations:
  - City Website
  - City Clerk's Office at City Hall
  - Downtown Library
  - East Flagstaff Community Library

- Questions Regarding Budget?

Brandi Suda, Finance Director
bsuda@flagstaffaz.gov
(928)-213-2217

Questions

TEAM FLAGSTAFF

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City of Flagstaff Property Tax

Total Proposed Primary Tax Levy: $6,892,243

- Based on 2% increase plus new construction
- New construction revenue totals $50,673
- Assessed Values increased 7.2% on average
- Proposed tax rate of $0.7933 per $100/AV

Total Proposed Secondary Tax Levy: $7,268,436

- Based on a flat rate of $0.8366 per $100/AV
- 7.9% levy increase

Official Budget Forms
City of Flagstaff
Fiscal Year 2020

City of Flagstaff

Table of Contents

Fiscal Year 2020

Resolution for the Adoption of the Budget

Schedule A – Summary Schedule of Estimated Revenues and Expenditures/

Expenses Schedule B – Tax Levy and Tax Rate Information

Schedule C – Revenues Other Than Property Taxes

Schedule D – Other Financing Sources/(Uses) and Interfund Transfers

Schedule E – Expenditures/Expenses by Fund

Schedule F – Expenditures/Expenses by Division (as applicable)

Schedule G – Full-Time Employees and Personnel Compensation

City of Flagstaff
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2020

The final opportunity for public input on the City of Flagstaff Fiscal Year 2019-2020 budget will occur
on June 18, 2019 at 6:00 PM in the City Council Chambers, 211 West Aspen Avenue, Flagstaff, AZ 86001
The budget may be reviewed at the City of Flagstaff in the City Clerks Office, 211 West Aspen Avenue, Flagstaff, AZ 86001
or the Flagstaff City-County Public Library, 300 West Aspen Avenue, Flagstaff, AZ 86001
or the East Flagstaff Community Library, 3000 North 4th Street, Flagstaff, AZ 86004 or the official website "flagstaff.az.gov"

Fiscal Year		Sch	Funds							
			General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Permanent Fund	Enterprise Funds	Internal Service Funds	Total All Funds
2019	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	74,623,301	79,210,888	7,390,028	33,885,094	0	84,855,761	0	279,965,072
2019	Actual Expenditures/Expenses**	E	65,717,399	43,200,967	9,166,395	3,103,819	0	55,777,022	0	176,965,602
2020	Fund Balance/Net Position at July 1***		32,512,644	66,855,367	6,945,401	7,723,947	309,349	66,474,474	0	180,821,182
2020	Primary Property Tax Levy	B	6,892,243	0	0	0		0	0	6,892,243
2020	Secondary Property Tax Levy	B	0	0	7,268,436	0		0	0	7,268,436
2020	Estimated Revenues Other than Property Taxes	C	61,302,674	57,157,185	35,000	199,000	12,915	68,356,922	0	187,063,696
2020	Other Financing Sources	D	0	0	0	28,000,000	0	19,300,000	0	47,300,000
2020	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2020	Interfund Transfers In	D	4,480,855	24,737,940	7,715,047	575,000	0	4,018,138	0	41,526,980
2020	Interfund Transfers (Out)	D	4,658,738	27,190,460	7,715,047	0	0	1,962,735	0	41,526,980
2020	Reduction for Amounts Not Available									
Less:	Amounts for Future Debt Retirement									0
										0
										0
										0
2020	Total Financial Resources Available		100,529,678	121,560,032	14,248,837	36,497,947	322,264	156,186,799	0	429,345,557
2020	Budgeted Expenditures/Expenses	E	80,237,177	101,799,147	7,715,047	36,253,909	0	112,848,586	0	338,853,866

Expenditure Limitation Comparison	2019	2020
1. Budgeted Expenditures/Expenses	$ 279,965,072	$ 338,853,866
2. Add/Subtract: Estimated Net Reconciling Items	0	0
3. Budgeted Expenditures/Expenses Adjusted for Reconciling Items	279,965,072	338,853,866
4. Less: Estimated Exclusions	126,033,943	176,806,537
5. Amount Subject to the Expenditure Limitation	$ 153,931,129	$ 162,047,329
6. EEC Expenditure Limitation	$ 154,582,542	$ 162,133,141

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent fund balance/net position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Flagstaff
Expenditure Limitation and
Tax Levy Information
Fiscal Year 2019-2020

	Estimate* FY 2018-2019	Budget FY 2019-2020
Expenditure Limitation [Economic Estimates Commission]		$ 162,133,141
Total Estimated Expenditures Subject to Expenditure Limitation		
1. Maximum Allowable Primary Property Tax Levy [ARS 42-17051.A] rev 6/06 HB 2876	$ 6,707,510	$ 6,892,243
2. Amount Received from Primary Property Taxation in FY 2018-2019 in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17102.A.18]	$ -	
3. Property Tax Levy Amounts		
A. Primary Property Taxes	$ 6,707,510	$ 6,892,243
B. Secondary Property Taxes	6,733,265	7,268,436
C. Total Property Tax Levy Amount	$ 13,440,775	$ 14,160,679
4. Property Taxes Collected (Estimated)		
A. Primary Property Taxes:		
(1) FY 2018-2019 Levy	$ 6,607,510	
(2) Prior Years' Levies	100,000	
(3) Total Primary Property Taxes Collected	6,707,510	
B. Secondary Property Taxes:		
(1) FY 2018-2019 Levy	6,733,265	
(2) Total Secondary Property Taxes Collected	6,733,265	
C. Total Property Taxes Collected	$ 13,440,775	
5. Property Tax Rates		
A. City of Flagstaff Tax Rate:		
(1) Primary Property Tax Rate	0.8334	0.7933
(2) Secondary Property Tax Rate	0.8366	0.8366
(3) Total City Tax Rate	1.6700	1.6299

B. Special Assessment District Tax Rates:
As of the date of the proposed budget, the City was operating no special assessment districts for which secondary property taxes are levied. For information pertaining to assessment districts and tax rates, please contact the City Finance Section.

* Includes actual property taxes collected as of the date the proposed budget was prepared plus estimated property tax collections for the remainder of the fiscal year.

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2019 and 2020
(With Actuals for Fiscal Year 2018)

Source of Revenues	Actual Revenues 2017-2018	Budgeted Revenues 2018-2019	Estimated Revenues 2018-2019	Budgeted Revenues 2019-2020	Change (Bdgt-Bdgt)	% Change
General Fund						
Local Taxes						
City Sales Tax	$ 21,079,067	20,999,934	21,493,997	22,781,468	1,781,534	8.48%
Franchise Tax	2,392,436	2,546,234	2,573,755	2,585,889	39,655	1.56%
Licenses and Permits						
Business Licenses	32,710	30,000	30,000	30,000	-	0.00%
Building Permits	2,428,430	1,725,000	2,170,000	1,650,000	(75,000)	(4.35%)
Other Licenses and Permits	1,012,602	1,034,688	1,034,688	1,026,716	(7,972)	(0.77%)
Intergovernmental						
State Income Tax Sharing	8,850,877	8,719,302	8,716,221	9,451,184	731,882	8.39%
State Shared Sales Tax	6,868,398	6,905,944	7,100,000	7,182,893	276,949	4.01%
Auto Lieu Tax	3,305,297	3,108,690	3,200,000	3,237,360	128,670	4.14%
Federal Grants	1,012,021	2,221,253	2,221,253	2,355,526	134,273	6.04%
State/Local Grants	523,908	789,067	789,067	2,849,453	2,060,386	261.12%
Local Intergovernmental Agreements	1,050,168	1,102,152	1,102,152	1,257,668	155,516	14.11%
Charges for Services						
General Government	807,287	770,800	770,800	730,800	(40,000)	(5.19%)
Parks and Recreation	1,665,636	1,600,534	1,647,870	1,622,870	22,336	1.40%
Public Safety	785,466	728,671	728,671	732,817	4,146	0.57%
Cemetery	187,005	167,300	167,300	180,950	13,650	8.16%
Fines and Forfeits	1,350,689	1,326,226	1,427,226	1,420,489	94,263	7.11%
Investment Earnings	401,212	283,173	370,630	371,837	88,664	31.31%
Miscellaneous	2,109,325	1,897,128	1,600,827	1,834,754	(62,374)	(3.29%)
Total General Fund	55,862,534	55,956,096	57,144,457	61,302,674	5,346,578	9.55%
Special Revenue Funds						
Housing and Community Services Fund						
Intergovernmental						
Federal Grants	562,882	1,337,577	850,890	993,899	(343,678)	(25.69%)
State Grants	116,008	1,376,704	1,376,705	1,080,000	(296,704)	(21.55%)
Investment Earnings	13,572	-	15,129	-	-	0.00%
Sale of Real Property	5,000	505,004	-	-	(505,004)	(100.00%)
Miscellaneous	177,147	-	106,194	-	-	0.00%
Total Housing and Community Svcs Fund	874,609	3,219,285	2,348,918	2,073,899	(1,145,386)	(35.58%)
Metro Planning Organization Fund						
Intergovernmental						
Federal Grants	319,033	1,011,459	602,214	1,150,886	139,427	13.78%
Miscellaneous	10,000	505,000	5,000	505,000	-	0.00%
Total Metro Planning Organization Fund	329,033	1,516,459	607,214	1,655,886	139,427	9.19%
EDA Revolving Loan Fund						
Investment Earnings	2,859	-	700	-	-	0.00%
Total EDA Revolving Loan Fund	2,859	-	700	-	-	0.00%
Library Fund						
Intergovernmental						
Federal Grants	41,989	64,100	64,100	55,000	(9,100)	(14.20%)
State/Local Grants	10,367	55,000	55,000	-	(55,000)	(100.00%)
Library District Taxes	3,307,498	3,363,823	3,363,823	3,888,971	525,148	15.61%
Investment Earnings	34,721	38,190	38,190	38,381	191	0.50%
Miscellaneous	83,227	41,000	41,000	41,000	-	0.00%
Total Library Fund	3,477,802	3,562,113	3,562,113	4,023,352	461,239	12.95%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2019 and 2020
(With Actuals for Fiscal Year 2018)

Source of Revenues	Actual Revenues 2017-2018	Budgeted Revenues 2018-2019	Estimated Revenues 2018-2019	Budgeted Revenues 2019-2020	Change (Bdgt-Bdgt)	% Change
Highway User Revenue Fund						
Intergovernmental						
Federal Grants	$ 199,000	-	-	-	-	0.00%
Highway User Tax	8,206,025	7,966,756	8,534,266	8,619,609	652,853	8.19%
Investment Earnings	63,390	41,000	46,000	15,000	(26,000)	(63.41%)
Miscellaneous	1,112,487	663,232	858,046	2,336,458	1,673,226	252.28%
Total Highway User Revenue Fund	9,580,902	8,670,988	9,438,312	10,971,067	2,300,079	26.53%
Transportation Fund						
Transportation Tax	21,543,371	20,853,767	21,691,586	26,911,206	6,057,439	29.05%
Investment Earnings	261,869	170,000	177,000	197,000	27,000	15.88%
Miscellaneous	518,679	-	-	-	-	0.00%
Total Transportation Fund	22,323,919	21,023,767	21,868,586	27,108,206	6,084,439	28.94%
FUTS Fund						
Investment Earnings	37,468	8,850	8,850	19,000	10,150	114.69%
Miscellaneous	5,000	-	-	-	-	0.00%
Total FUTS Fund	42,468	8,850	8,850	19,000	10,150	114.69%
Beautification Fund						
BBB Tax	1,708,029	1,730,400	1,800,000	1,845,000	114,600	6.62%
Investment Earnings	55,339	15,000	85,202	30,000	15,000	100.00%
Miscellaneous	1,319	-	-	-	-	0.00%
Total Beautification Fund	1,764,687	1,745,400	1,885,202	1,875,000	129,600	7.43%
Economic Development Fund						
BBB Tax	811,617	821,940	855,000	876,375	54,435	6.62%
Investment Earnings	9,280	7,486	7,486	7,486	-	0.00%
Miscellaneous	314,726	328,859	331,571	431,246	102,387	31.13%
Total Economic Development Fund	1,135,623	1,158,285	1,194,057	1,315,107	156,822	13.54%
Tourism Fund						
BBB Tax	2,562,909	2,595,600	2,700,000	2,767,500	171,900	6.62%
Retail Sales	92,410	88,344	88,344	89,227	883	1.00%
Investment Earnings	15,038	6,296	6,947	5,944	(352)	(5.59%)
Miscellaneous	37,671	27,166	27,166	27,438	272	1.00%
Total Tourism Fund	2,708,028	2,717,406	2,822,457	2,890,109	172,703	6.36%
Arts and Science Fund						
BBB Tax	640,294	648,900	675,000	691,875	42,975	6.62%
Investment Earnings	5,948	4,000	4,000	4,000	-	0.00%
Total Arts and Science Fund	646,242	652,900	679,000	695,875	42,975	6.58%
Recreation - BBB Fund						
BBB Tax	2,819,027	2,855,160	2,970,000	3,044,250	189,090	6.62%
Investment Earnings	19,280	4,200	7,000	5,000	800	19.05%
Total Recreation - BBB Fund	2,838,307	2,859,360	2,977,000	3,049,250	189,890	6.64%
Parking District Fund						
Parking	1,025,253	1,310,000	1,472,120	1,466,434	156,434	11.94%
Investment Earnings	2,369	-	11,546	14,000	14,000	100.00%
Total Parking District Fund	1,027,622	1,310,000	1,483,666	1,480,434	156,434	11.94%
Total Special Revenue Funds	46,752,101	48,444,813	48,876,075	57,157,185	8,698,372	17.96%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2019 and 2020
(With Actuals for Fiscal Year 2018)

Source of Revenues	Actual Revenues 2017-2018	Budgeted Revenues 2018-2019	Estimated Revenues 2018-2019	Budgeted Revenues 2019-2020	Change (Bdgt-Bdgt)	% Change
Debt Service Funds						
Secondary Property Tax Fund						
Investment Earnings	$ 38,118	36,000	36,000	34,000	(2,000)	(5.56%)
Total Secondary Property Tax Fund	38,118	36,000	36,000	34,000	(2,000)	(5.56%)
Special Assessment Bond Fund						
Special Assessments	2,031,111	206,000	-	-	(206,000)	(100.00%)
Investment Earnings	2,602	1,456	2,000	1,000	(456)	(31.32%)
Total Special Assessment Bonds Fund	2,033,713	207,456	2,000	1,000	(206,456)	(99.52%)
Total Debt Service Funds	2,071,831	243,456	38,000	35,000	(208,456)	(85.62%)
Permanent Funds						
Perpetual Care Fund						
Contributions	8,490	9,135	9,135	9,690	555	6.08%
Investment Earnings	3,109	2,889	2,889	3,225	336	11.63%
Total Perpetual Care Fund	11,599	12,024	12,024	12,915	891	7.41%
Total Permanent Funds	11,599	12,024	12,024	12,915	891	7.41%
Capital Project Funds						
Non GO Bonds Projects Fund						
Intergovernmental						
Federal Grants	67,399	-	-	-	-	0.00%
State Grants	18,535	-	-	-	-	0.00%
Real Estate Proceeds	-	2,000,000	-	-	(2,000,000)	(100.00%)
Investment Earnings	25,294	-	16,000	-	-	0.00%
Total Non GO Bonds Projects Fund	111,228	2,000,000	16,000	-	(2,000,000)	(100.00%)
GO Bonds Projects Fund						
Intergovernmental						
Federal Grants	199,471	-	-	-	-	0.00%
State Grants	250,000	121,950	44,908	189,000	67,050	54.98%
Investment Earnings	159,034	620	22,974	10,000	9,380	1,512.90%
Total GO Bonds Projects Fund	608,505	122,570	67,882	199,000	76,430	62.36%
Total Capital Projects Funds	719,733	2,122,570	83,882	199,000	(1,923,570)	(90.62%)
Enterprise Funds						
Drinking Water Fund						
Intergovernmental						
Federal Grants	-	65,000	65,000	-	(65,000)	(100.00%)
Water Fees	18,105,182	19,218,838	19,218,838	19,774,831	555,993	2.89%
Investment Earnings	185,077	225,300	225,300	319,700	94,400	41.90%
Miscellaneous	27,150	-	-	-	-	0.00%
Total Drinking Water Fund	18,317,409	19,509,138	19,509,138	20,094,531	585,393	3.00%
Wastewater Fund						
Wastewater Fees	11,939,765	11,875,477	11,875,477	12,500,971	625,494	5.27%
Investment Earnings	127,866	56,193	56,193	56,755	562	1.00%
Miscellaneous	546,251	-	-	-	-	0.00%
Total Wastewater Fund	12,613,882	11,931,670	11,931,670	12,557,726	626,056	5.25%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2019 and 2020
(With Actuals for Fiscal Year 2018)

Source of Revenues	Actual Revenues 2017-2018	Budgeted Revenues 2018-2019	Estimated Revenues 2018-2019	Budgeted Revenues 2019-2020	Change (Bdgt-Bdgt)	% Change
Reclaimed Water Fund						
Reclaimed Water Fees	$ 1,127,844	844,156	1,032,187	1,034,578	190,422	22.56%
Investment Earnings	9,809	5,101	5,101	5,152	51	1.00%
Total Reclaimed Water Fund	1,137,653	849,257	1,037,288	1,039,730	190,473	22.43%
Stormwater Fund						
Intergovernmental						
Federal Grants	92,600	15,919	15,919	200,000	184,081	1,156.36%
State Grants	27,587	-	-	-	-	0.00%
Stormwater Fees	2,096,412	2,546,473	2,547,323	4,241,397	1,694,924	66.56%
Investment Earnings	12,379	920	15,000	35,187	34,267	3,724.67%
Total Stormwater Fund	2,228,978	2,563,312	2,578,242	4,476,584	1,913,272	74.64%
Solid Waste Fund						
Solid Waste	11,927,427	11,146,070	11,291,961	11,833,542	687,472	6.17%
Investment Earnings	247,699	223,666	380,117	402,730	179,064	80.06%
Miscellaneous	372,225	-	-	-	-	0.00%
Total Solid Waste Fund	12,547,351	11,369,736	11,672,078	12,236,272	866,536	7.62%
Sustainability and Environmental Management Fund						
Intergovernmental						
Federal Grants	7,471	45,000	40,000	40,000	(5,000)	(11.11%)
State Grants	8,000	58,000	-	-	(58,000)	(100.00%)
Environmental Services	1,043,431	1,019,687	1,046,185	1,060,738	41,051	4.03%
Investment Earnings	3,974	3,084	5,592	3,130	46	1.49%
Miscellaneous	-	520	-	530	10	1.92%
Total Sustainability and Env Mgmt Fund	1,062,876	1,126,291	1,091,777	1,104,398	(21,893)	(1.94%)
Airport Fund						
Intergovernmental						
Federal Grants	2,428,090	3,448,817	156,269	5,814,266	2,365,449	68.59%
State Grants	119,191	74,521	7,671	242,221	167,700	225.04%
Airport	1,942,344	1,789,913	1,923,500	2,082,841	292,928	16.37%
Parking	-	78,030	-	133,351	55,321	70.90%
Sale of Real Property	-	2,500,000	-	-	(2,500,000)	(100.00%)
Investment Earnings	1,600	1,930	8,215	1,500	(430)	(22.28%)
Miscellaneous	10,912	3,080	3,080	3,080	-	0.00%
Total Airport Fund	4,502,137	7,896,291	2,098,735	8,277,259	380,968	4.82%
Flagstaff Housing Authority Fund						
Intergovernmental						
Federal Grants	6,418,111	6,630,552	5,381,225	6,757,401	126,849	1.91%
Rents and Other Tenant Income	1,310,766	1,222,000	1,351,120	1,375,000	153,000	12.52%
Miscellaneous	512,526	450,663	592,574	438,021	(12,642)	(2.81%)
Total Flagstaff Housing Authority Fund	8,241,403	8,303,215	7,324,919	8,570,422	267,207	3.22%
Total Enterprise Funds	60,651,689	63,548,910	57,243,847	68,356,922	4,808,012	7.57%
Total Revenues	$ 166,069,487	170,327,869	163,398,285	187,063,696	16,721,827	9.82%

City of Flagstaff
Summary by Funding of Other Financing Sources
and Interfund Transfers
Fiscal Year 2019-2020

Fund	Proceeds from Other Financing Sources	Interfund Transfers In	Interfund Transfers Out
General Fund	$ -	4,480,855	4,658,738
Special Revenue Funds			
Housing and Community Services	-	142,000	-
FMPO	-	419,500	-
Library	-	1,662,813	-
Highway User Revenue	-	21,755,627	263,000
Transportation	-	-	22,452,163
FUTS	-	550,000	75,000
Beautification	-	-	495,994
Economic Development	-	208,000	443,757
Tourism	-	-	221,308
Recreation - BBB	-	-	3,142,888
Parking District	-	-	96,350
Total Special Revenue Funds	-	24,737,940	27,190,460
Debt Service Funds			
GO Bonds	-	7,715,047	-
Secondary Property Tax	-	-	7,715,047
Total Debt Service Funds	-	7,715,047	7,715,047
Capital Project Funds			
Non GO Bond Funded Projects	26,000,000	325,000	-
GO Bond Funded Projects	2,000,000	250,000	-
Total Capital Projects Funds	28,000,000	575,000	-
Enterprise Funds			
Drinking Water	-	1,279,143	86,225
Wastewater	-	-	1,226,799
Reclaimed Water	-	-	45,425
Stormwater	18,000,000	1,531,502	279,883
Solid Waste	-	63,570	104,678
Sustainability and Environmental Management	-	342,703	219,725
Airport	1,300,000	772,000	-
Flagstaff Housing Authority	-	29,220	-
Total Enterprise Funds	19,300,000	4,018,138	1,962,735
Total All Funds	$ 47,300,000	41,526,980	41,526,980

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2019 and 2020
(With Actual for Fiscal Year 2018)

Fund/Division	Actual Expenditures/ Expenses 2017-2018	Adopted Budgeted Expenditures/ Expenses 2018-2019	Estimated Expenditures/ Expenses 2018-2019	Proposed Budgeted Expenditures/ Expenses 2019-2020	Change (Budget-Budget)	% Change
General Fund						
General Administration	$ 10,210,110	11,662,856	10,813,594	8,662,671	(3,000,185)	(25.7%)
Community Development	4,932,108	5,822,202	5,582,148	5,774,316	(47,886)	(0.8%)
Management Services	3,791,494	4,324,295	4,186,605	7,807,177	3,482,882	80.5%
Fire	13,334,903	15,272,296	14,842,296	19,123,206	3,850,910	25.2%
Police	19,705,320	23,046,315	22,587,164	25,165,928	2,119,613	9.2%
Public Works	9,335,993	12,272,351	10,011,681	12,737,356	465,005	3.8%
Economic Vitality	328,841	939,309	939,309	223,614	(715,695)	(76.2%)
Non-Departmental	(2,506,534)	(406,323)	(3,245,398)	(919,841)	(513,518)	126.4%
Contingency	10,702	1,690,000	-	1,662,750	(27,250)	(1.6%)
Total General Fund	59,142,937	74,623,301	65,717,399	80,237,177	5,613,876	7.5%
Special Revenue Funds						
Housing and Community Service Fund						
Community Development	1,378,819	3,769,016	2,476,261	2,991,581	(777,435)	(20.6%)
Non-Departmental	48,248	57,794	57,794	48,668	(9,126)	(15.8%)
Contingency	-	505,000	-	-	(505,000)	(100.0%)
	1,427,067	4,331,810	2,534,055	3,040,249	(1,291,561)	(29.8%)
Metro Planning Organization Fund						
Community Development	331,745	1,283,683	583,912	1,390,876	107,193	8.4%
Non-Departmental	20,529	38,000	38,000	43,000	5,000	13.2%
Contingency	-	500,000	-	500,000	-	0.0%
	352,274	1,821,683	621,912	1,933,876	112,193	6.2%
Library Fund						
General Administration	181,956	216,364	216,364	223,215	6,851	3.2%
Management Services	94,917	101,612	101,612	129,766	28,154	27.7%
Public Works	68,688	57,394	57,394	44,483	(12,911)	(22.5%)
Economic Vitality	4,833,631	6,411,936	4,830,196	7,367,486	955,550	14.9%
Non-Departmental	49,357	54,829	54,829	75,872	21,043	38.4%
Contingency	-	100,000	-	100,000	-	0.0%
	5,228,549	6,942,135	5,260,395	7,940,822	998,687	14.4%
Highway User Revenue Fund						
General Administration	199,817	227,240	227,240	268,487	41,247	18.2%
Community Development	2,880,674	7,282,568	1,820,949	22,282,940	15,000,372	206.0%
Management Services	67,945	62,612	62,612	68,041	5,429	8.7%
Public Works	6,630,786	13,691,371	9,514,139	14,753,482	1,062,111	7.8%
Economic Vitality	12,658	4,391	4,391	3,901	(490)	(11.2%)
Non-Departmental	57,159	58,781	58,781	75,170	16,389	27.9%
Contingency	-	100,000	-	100,000	-	0.0%
	9,849,039	21,426,963	11,688,112	37,552,021	16,125,058	75.3%
Transportation Fund						
General Administration	56,172	71,292	71,292	86,333	15,041	21.1%
Community Development	9,523,770	8,510,068	1,918,531	14,511,437	6,001,369	70.5%
Management Services	369,494	320,742	320,742	255,780	(64,962)	(20.3%)
Public Works	2,090,948	5,078,270	3,527,915	4,838,084	(240,186)	(4.7%)
Economic Vitality	3,337	1,513	1,513	1,395	(118)	(7.8%)
Non-Departmental	10,272,774	13,213,247	9,780,100	14,760,390	1,547,143	11.7%
	22,316,495	27,195,132	15,620,093	34,453,419	7,258,287	26.7%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2019 and 2020
(With Actual for Fiscal Year 2018)

Fund/Division	Actual Expenditures/ Expenses 2017-2018	Adopted Budgeted Expenditures/ Expenses 2018-2019	Estimated Expenditures/ Expenses 2018-2019	Proposed Budgeted Expenditures/ Expenses 2019-2020	Change (Budget-Budget)	% Change
FUTS Fund						
General Administration	$ -	-	-	1,271	1,271	100.0%
Management Services	-	-	-	11,304	11,304	100.0%
Community Development	354,841	3,956,227	243,672	4,355,034	398,807	10.1%
Economic Vitality	-	-	-	100	100	100.0%
Non-Departmental	-	-	-	433	433	100.0%
	354,841	3,956,227	243,672	4,368,142	411,915	10.4%
Beautification Fund						
Economic Vitality	801,156	5,878,394	875,696	4,295,454	(1,582,940)	(26.9%)
Contingency	-	10,000	-	10,000	-	0.0%
	801,156	5,888,394	875,696	4,305,454	(1,582,940)	(26.9%)
Economic Development Fund						
Economic Vitality	1,154,311	1,297,120	1,232,870	1,542,437	245,317	18.9%
Contingency	-	145,000	-	90,000	(55,000)	(37.9%)
	1,154,311	1,442,120	1,232,870	1,632,437	190,317	13.2%
Tourism Fund						100.0%
Economic Vitality	2,534,651	2,782,632	2,782,632	3,049,676	267,044	9.6%
Contingency	-	60,000	-	50,000	(10,000)	(16.7%)
	2,534,651	2,842,632	2,782,632	3,099,676	257,044	9.0%
Arts and Science Fund						
Economic Vitality	586,260	1,165,463	553,964	1,208,436	42,973	3.7%
Contingency	-	10,000	-	10,000	-	0.0%
	586,260	1,175,463	553,964	1,218,436	42,973	3.7%
Recreation Fund						
Public Works	822,792	1,288,439	819,175	476,764	(811,675)	(63.0%)
	822,792	1,288,439	819,175	476,764	(811,675)	(63.0%)
Parking District Fund						
General Administration	-	6,479	6,479	35,673	29,194	450.6%
Management Services	-	3,978	3,978	6,840	2,862	71.9%
Public Works	-	-	-	1,112	1,112	100.0%
Economic Vitality	852,479	859,047	837,548	1,696,745	837,698	97.5%
Non-Departmental	-	386	386	7,481	7,095	1,838.1%
Contingency	-	30,000	120,000	30,000	-	0.0%
	852,479	899,890	968,391	1,777,851	877,961	97.6%
Total Special Revenue Funds	46,279,915	79,210,888	43,200,967	101,799,147	22,588,259	28.5%
Debt Service Funds						
General Obligation Bonds Fund						
Non-Departmental	5,336,641	7,179,678	7,087,178	7,715,047	535,369	7.5%
	5,336,641	7,179,678	7,087,178	7,715,047	535,369	7.5%
Special Assessment Bonds Fund						
Non-Departmental	206,750	210,350	2,079,217	-	(210,350)	(100.0%)
	206,750	210,350	2,079,217	-	(210,350)	(100.0%)
Total Debt Service Funds	5,543,391	7,390,028	9,166,395	7,715,047	325,019	4.4%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2019 and 2020
(With Actual for Fiscal Year 2018)

Fund/Division	Actual Expenditures/ Expenses 2017-2018	Adopted Budgeted Expenditures/ Expenses 2018-2019	Estimated Expenditures/ Expenses 2018-2019	Proposed Budgeted Expenditures/ Expenses 2019-2020	Change (Budget-Budget)	% Change
Capital Project Funds						
Non GO Bond Funded Projects Fund						
Non-Departmental	$ 209,022	27,340,903	2,500,000	27,173,377	(167,526)	(0.6%)
	209,022	27,340,903	2,500,000	27,173,377	(167,526)	(0.6%)
GO Bonds Funded Projects Fund						
Non-Departmental	22,728,297	6,544,191	603,819	9,080,532	2,536,341	38.8%
	22,728,297	6,544,191	603,819	9,080,532	2,536,341	38.8%
Total Capital Projects Funds	22,937,319	33,885,094	3,103,819	36,253,909	2,368,815	7.0%
Enterprise Funds						
Drinking Water Fund						
General Administration	374,322	564,184	564,184	427,288	(136,896)	(24.3%)
Management Services	854,860	850,995	850,995	980,816	129,821	15.3%
Public Works	116,177	42,175	42,175	69,641	27,466	65.1%
Economic Vitality	24,551	7,829	7,829	9,258	1,429	18.3%
Water Services	14,867,162	29,897,668	19,800,042	33,718,651	3,820,983	12.8%
Non-Departmental	109,878	110,728	110,728	165,696	54,968	49.6%
Contingency	51,866	1,000,000	-	1,000,000	-	0.0%
	16,398,816	32,473,579	21,375,953	36,371,350	3,897,771	12.0%
Wastewater Fund						
General Administration	295,132	303,113	303,113	246,461	(56,652)	(18.7%)
Management Services	263,585	303,083	303,083	300,710	(2,373)	(0.8%)
Public Works	66,846	41,829	41,829	62,532	20,703	49.5%
Economic Vitality	12,335	4,164	4,164	3,896	(268)	(6.4%)
Water Services	11,817,071	14,211,980	9,296,570	14,211,736	(244)	(0.0%)
Non-Departmental	65,112	63,847	63,847	72,895	9,048	14.2%
Contingency	29,476	800,000	22,972	800,000	-	0.0%
	12,549,557	15,728,016	10,035,578	15,698,230	(29,786)	(0.2%)
Reclaimed Water Fund						
General Administration	8,846	19,966	19,966	21,696	1,730	8.7%
Management Services	27,315	23,391	23,391	40,811	17,420	74.5%
Public Works	-	1,737	1,737	1,026	(711)	(40.9%)
Economic Vitality	785	307	307	499	192	62.5%
Water Services	1,337,451	615,879	540,879	842,709	226,830	36.8%
Non-Departmental	2,925	4,552	4,552	10,571	6,019	132.2%
Contingency	3,077	50,000	-	50,000	-	0.0%
	1,380,399	715,832	590,832	967,312	251,480	35.1%
Stormwater Fund						
General Administration	45,469	50,305	50,305	37,854	(12,451)	(24.8%)
Management Services	56,529	57,912	57,912	79,244	21,332	36.8%
Public Works	12,915	11,897	11,897	9,241	(2,656)	(22.3%)
Economic Vitality	1,521	488	488	701	213	43.6%
Water Services	2,544,506	5,048,810	1,848,303	24,642,107	19,593,297	388.1%
Non-Departmental	9,239	9,022	9,022	15,544	6,522	72.3%
Contingency	5,247	50,000	-	300,000	250,000	500.0%
	2,675,426	5,228,434	1,977,927	25,084,691	19,856,257	379.8%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2019 and 2020
(With Actual for Fiscal Year 2018)

Fund/Division		Actual Expenditures/ Expenses 2017-2018	Adopted Budgeted Expenditures/ Expenses 2018-2019	Estimated Expenditures/ Expenses 2018-2019	Proposed Budgeted Expenditures/ Expenses 2019-2020	Change (Budget-Budget)	% Change
Solid Waste Fund							
General Administration	$	377,485	383,047	383,047	425,251	42,204	11.0%
Management Services		371,493	409,496	409,496	425,954	16,458	4.0%
Public Works		9,739,498	12,114,797	10,299,539	12,596,820	482,023	4.0%
Economic Vitality		27,199	8,627	8,627	8,512	(115)	(1.3%)
Non-Departmental		122,824	130,720	130,720	163,752	33,032	25.3%
Contingency		24,996	500,000	-	500,000	-	0.0%
		10,663,495	13,546,687	11,231,429	14,120,289	573,602	4.2%
Sustainability and Environmental Management Fund							
General Administration		92,655	42,810	42,810	47,927	5,117	12.0%
Management Services		50,380	62,627	62,627	79,886	17,259	27.6%
Public Works		847,988	1,201,062	841,562	1,219,362	18,300	1.5%
Economic Vitality		2,825	744	744	831	87	11.7%
Non-Departmental		16,884	11,880	11,880	20,897	9,017	75.9%
Contingency		-	30,000	-	30,000	-	0.0%
		1,010,732	1,349,123	959,623	1,398,903	49,780	3.7%
Airport Fund							
General Administration		78,043	90,262	90,262	105,908	15,646	17.3%
Management Services		83,141	119,854	119,854	97,458	(22,396)	(18.7%)
Public Works		94,926	73,877	73,877	70,008	(3,869)	(5.2%)
Economic Vitality		3,717,799	5,971,935	2,283,327	10,314,003	4,342,068	72.7%
Non-Departmental		19,817	22,164	22,164	27,621	5,457	24.6%
Contingency		-	1,213,471	-	100,000	(1,113,471)	(91.8%)
		3,993,726	7,491,563	2,589,484	10,714,998	3,223,435	43.0%
Flagstaff Housing Authority Fund							
Community Development		8,216,170	6,821,277	7,016,196	7,491,563	670,286	9.8%
Contingency		-	1,501,250	-	1,001,250	(500,000)	(33.3%)
		8,216,170	8,322,527	7,016,196	8,492,813	170,286	2.0%
Total Enterprise Funds		56,888,321	84,855,761	55,777,022	112,848,586	27,992,825	33.0%
Total All Funds	$	190,791,882	279,965,072	176,965,602	338,853,866	58,888,794	21.0%

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2019 and 2020
(With Actual for Fiscal Year 2018)

Division/Fund	Actual Expenditures/ Expenses 2017-2018	Adopted Budgeted Expenditures/ Expenses 2018-2019	Estimated Expenditures/ Expenses * 2018-2019	Proposed Budgeted Expenditures/ Expenses 2019-2020	Change (Budget-Budget)	% Change
General Administration						
General Fund	$ 10,210,110	11,662,856	10,813,594	8,662,671	(3,000,185)	(25.7%)
Library	181,956	216,364	216,364	223,215	6,851	3.2%
HURF	199,817	227,240	227,240	268,487	41,247	18.2%
Transportation	56,172	71,292	71,292	86,333	15,041	21.1%
FUTS	-	-	-	1,271	1,271	100.0%
Parking District	-	6,479	6,479	35,673	29,194	450.6%
Drinking Water	374,322	564,184	564,184	427,288	(136,896)	(24.3%)
Wastewater	295,132	303,113	303,113	246,461	(56,652)	(18.7%)
Reclaimed Water	8,846	19,966	19,966	21,696	1,730	8.7%
Stormwater	45,469	50,305	50,305	37,854	(12,451)	(24.8%)
Airport	78,043	90,262	90,262	105,908	15,646	17.3%
Solid Waste	377,485	383,047	383,047	425,251	42,204	11.0%
Sustainability and Environmental Mgmt	92,655	42,810	42,810	47,927	5,117	12.0%
	11,920,007	13,637,918	12,788,656	10,590,035	(3,047,883)	(22.3%)
Management Services						
General Fund	3,791,494	4,324,295	4,186,605	7,807,177	3,482,882	80.5%
Library	94,917	101,612	101,612	129,766	28,154	27.7%
HURF	67,945	62,612	62,612	68,041	5,429	8.7%
Transportation	369,494	320,742	320,742	255,780	(64,962)	(20.3%)
FUTS	-	-	-	11,304	11,304	100.0%
Parking District	-	3,978	3,978	6,840	2,862	71.9%
Drinking Water	854,860	850,995	850,995	980,816	129,821	15.3%
Wastewater	263,585	303,083	303,083	300,710	(2,373)	(0.8%)
Reclaimed Water	27,315	23,391	23,391	40,811	17,420	74.5%
Stormwater	56,529	57,912	57,912	79,244	21,332	36.8%
Airport	83,141	119,854	119,854	97,458	(22,396)	(18.7%)
Solid Waste	371,493	409,496	409,496	425,954	16,458	4.0%
Sustainability and Environmental Mgmt	50,380	62,627	62,627	79,886	17,259	27.6%
	6,031,153	6,640,597	6,502,907	10,283,787	3,643,190	54.9%
Fire						
General Fund	13,334,903	15,272,296	14,842,296	19,123,206	3,850,910	25.2%
	13,334,903	15,272,296	14,842,296	19,123,206	3,850,910	25.2%
Police						
General Fund	19,705,320	23,046,315	22,587,164	25,165,928	2,119,613	9.2%
	19,705,320	23,046,315	22,587,164	25,165,928	2,119,613	9.2%
Community Development						
General Fund	4,932,108	5,822,202	5,582,148	5,774,316	(47,886)	(0.8%)
HURF	2,880,674	7,282,568	1,820,949	22,282,940	15,000,372	206.0%
Transportation	9,523,770	8,510,068	1,918,531	14,511,437	6,001,369	70.5%
FUTS	354,841	3,956,227	243,672	4,355,034	398,807	10.1%
Housing and Community Services	1,378,819	3,769,016	2,476,261	2,991,581	(777,435)	(20.6%)
Metro Planning Organization	331,745	1,283,683	583,912	1,390,876	107,193	8.4%
Flagstaff Housing Authority	8,216,170	6,821,277	7,016,196	7,491,563	670,286	9.8%
	27,618,127	37,445,041	19,641,669	58,797,747	21,352,706	57.0%
Public Works						
General Fund	9,335,993	12,272,351	10,011,681	12,737,356	465,005	3.8%
Library	68,688	57,394	57,394	44,483	(12,911)	(22.5%)
HURF	6,630,786	13,691,371	9,514,139	14,753,482	1,062,111	7.8%
Transportation	2,090,948.00	5,078,270	3,527,915	4,838,084	(240,186)	(4.7%)
Recreation	822,792.00	1,288,439	819,175	476,764	(811,675)	(63.0%)
Parking District	-	-	-	1,112	1,112	100.0%

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2019 and 2020
(With Actual for Fiscal Year 2018)

Division/Fund	Actual Expenditures/ Expenses 2017-2018	Adopted Budgeted Expenditures/ Expenses 2018-2019	Estimated Expenditures/ Expenses * 2018-2019	Proposed Budgeted Expenditures/ Expenses 2019-2020	Change (Budget-Budget)	% Change
Public Works - Continued						
Drinking Water	$ 116,177	42,175	42,175	69,641	27,466	65.1%
Wastewater	66,846	41,829	41,829	62,532	20,703	49.5%
Reclaimed Water	-	1,737	1,737	1,026	(711)	(40.9%)
Stormwater	12,915	11,897	11,897	9,241	(2,656)	(22.3%)
Airport	94,926	73,877	73,877	70,008	(3,869)	(5.2%)
Solid Waste	9,739,498	12,114,797	10,299,539	12,596,820	482,023	4.0%
Sustainability and Environmental Mgmt	847,988	1,201,062	841,562	1,219,362	18,300	1.5%
	29,827,557	45,875,199	35,242,920	46,879,911	1,004,712	2.2%
Economic Vitality						
General Fund	328,841	939,309	939,309	223,614	(715,695)	(76.2%)
Library	4,833,631	6,411,936	4,830,196	7,367,486	955,550	14.9%
HURF	12,658	4,391	4,391	3,901	(490)	(11.2%)
Transportation	3,337	1,513	1,513	1,395	(118)	(7.8%)
FUTS	-	-	-	100	100	100.0%
Beautification	801,156	5,878,394	875,696	4,295,454	(1,582,940)	(26.9%)
Economic Development	1,154,311	1,297,120	1,232,870	1,542,437	245,317	18.9%
Tourism	2,534,651	2,782,632	2,782,632	3,049,676	267,044	9.6%
Arts and Science	586,260	1,165,463	553,964	1,208,436	42,973	3.7%
Parking District	852,479	859,047	837,548	1,696,745	837,698	97.5%
Drinking Water	24,551	7,829	7,829	9,258	1,429	18.3%
Wastewater	12,335	4,164	4,164	3,896	(268)	(6.4%)
Reclaimed Water	785	307	307	499	192	62.5%
Stormwater	1,521	488	488	701	213	43.6%
Airport	3,717,799	5,971,935	2,283,327	10,314,003	4,342,068	72.7%
Solid Waste	27,199	8,627	8,627	8,512	(115)	(1.3%)
Sustainability and Environmental Mgmt	2,825	744	744	831	87	11.7%
	14,894,339	25,333,899	14,363,605	29,726,944	4,393,045	17.3%
Water Services						
Drinking Water	14,867,162	29,897,668	19,800,042	33,718,651	3,820,983	12.8%
Wastewater	11,817,071	14,211,980	9,296,570	14,211,736	(244)	(0.0%)
Reclaimed Water	1,337,451	615,879	540,879	842,709	226,830	36.8%
Stormwater	2,544,506	5,048,810	1,848,303	24,642,107	19,593,297	388.1%
	30,566,190	49,774,337	31,485,794	73,415,203	23,640,866	47.5%
Non-Departmental						
General Fund	(2,506,534)	(406,323)	(3,245,398)	(919,841)	(513,518)	126.4%
Library	49,357	54,829	54,829	75,872	21,043	38.4%
HURF	57,159	58,781	58,781	75,170	16,389	27.9%
Transportation	10,272,774	13,213,247	9,780,100	14,760,390	1,547,143	11.7%
FUTS	-	-	-	433	433	100.0%
Housing and Community Services	48,248	57,794	57,794	48,668	(9,126)	(15.8%)
Metro Planning Organization	20,529	38,000	38,000	43,000	5,000	13.2%
Parking District	-	386	386	7,481	7,095	1,838.1%
General Obligation Bonds	5,336,641	7,179,678	7,087,178	7,715,047	535,369	7.5%
Special Assessment Bonds	206,750	210,350	2,079,217	-	(210,350)	(100.0%)
GO Bond Funded Projects	22,728,297	6,544,191	603,819	9,080,532	2,536,341	38.8%
Non GO Bond Funded Projects	209,022	27,340,903	2,500,000	27,173,377	(167,526)	(0.6%)
Drinking Water	109,878	110,728	110,728	165,696	54,968	49.6%
Wastewater	65,112	63,847	63,847	72,895	9,048	14.2%
Reclaimed Water	2,925	4,552	4,552	10,571	6,019	132.2%
Stormwater	9,239	9,022	9,022	15,544	6,522	72.3%
Airport	19,817	22,164	22,164	27,621	5,457	24.6%
Solid Waste	122,824	130,720	130,720	163,752	33,032	25.3%
Sustainability and Environmental Mgmt	16,884	11,880	11,880	20,897	9,017	75.9%
	36,768,921	54,644,749	19,367,619	58,537,105	3,892,356	7.1%

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2019 and 2020
(With Actual for Fiscal Year 2018)

Division/Fund	Actual Expenditures/ Expenses 2017-2018	Adopted Budgeted Expenditures/ Expenses 2018-2019	Estimated Expenditures/ Expenses * 2018-2019	Proposed Budgeted Expenditures/ Expenses 2019-2020	Change (Budget-Budget)	% Change
Reserves/Contingencies						
General Fund	$ 10,702	1,690,000	-	1,662,750	(27,250)	(1.6%)
Housing and Community Services	-	505,000	-	-	(505,000)	(100.0%)
Library	-	100,000	-	100,000	-	0.0%
HURF	-	100,000	-	100,000	-	0.0%
Beautification	-	10,000	-	10,000	-	0.0%
Economic Development	-	145,000	-	90,000	(55,000)	(37.9%)
Tourism	-	60,000	-	50,000	(10,000)	(16.7%)
Parking District	-	30,000	120,000	30,000	-	0.0%
Arts and Science	-	10,000	-	10,000	-	0.0%
Metro Planning Organization	-	500,000	-	500,000	-	0.0%
Drinking Water	51,866	1,000,000	-	1,000,000	-	0.0%
Wastewater	29,476	800,000	22,972	800,000	-	0.0%
Reclaimed Water	3,077	50,000	-	50,000	-	0.0%
Stormwater	5,247	50,000	-	300,000	250,000	500.0%
Airport	-	1,213,471	-	100,000	(1,113,471)	(91.8%)
Solid Waste	24,996.00	500,000	-	500,000	-	0.0%
Sustainability and Environmental Mgmt	-	30,000	-	30,000	-	0.0%
Flagstaff Housing Authority	-	1,501,250	-	1,001,250	(500,000)	(33.3%)
	125,364	8,294,721	142,972	6,334,000	(1,960,721)	(23.6%)
All Funds Total	$ 190,791,882	279,965,072	176,965,602	338,853,866	58,888,794	21.0%

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff
Full-Time Employee and Personnel Compensation
Fiscal Year 2020

Fund	Full-Time Equivalent (FTE) 2020	Employee Salaries and Hourly Costs 2020	Retirement Costs 2020	Healthcare Costs 2020	Other Benefit Costs 2020	Total Estimated Personnel Compensation 2020
General Fund	594.87	$ 37,479,043	$ 13,897,209	$ 4,857,929	$ 2,980,473	$ 59,214,654
Special Revenue Funds						
Housing and Community Services	1.00	58,572	7,094	443	5,065	71,174
Metro Planning Organization	4.38	384,428	45,370	39,507	30,556	499,861
Library	55.32	2,536,828	273,353	442,387	190,524	3,443,092
HURF	31.52	1,831,795	173,635	232,168	183,921	2,421,519
Beautification	1.70	110,704	13,450	20,069	8,480	152,703
Economic Development	2.75	191,355	23,239	20,328	15,058	249,980
Tourism	16.50	918,835	105,478	136,047	68,951	1,229,311
Arts and Science	0.40	25,743	3,139	3,932	2,028	34,842
Parking District	7.00	284,534	34,093	61,293	26,769	406,689
Total Special Revenue Funds	120.57	6,342,794	678,851	956,174	531,352	8,509,171
Enterprise Funds						
Drinking Water	52.42	3,324,419	386,016	405,804	285,356	4,401,595
Wastewater	20.00	1,303,691	157,877	180,032	117,619	1,759,219
Reclaimed Water	3.00	128,598	15,574	18,518	11,497	174,187
Stormwater	5.00	400,887	48,547	31,480	31,118	512,032
Solid Waste	47.00	2,515,559	298,012	417,583	231,581	3,462,735
Sustainability and Environmental Mgmt	7.49	478,311	55,485	78,264	37,812	649,872
Airport	14.75	745,770	389,669	131,648	46,307	1,313,394
Flagstaff Housing Authority	21.80	1,332,402	161,357	221,968	117,039	1,832,766
Total Enterprise Funds	171.46	10,229,637	1,512,537	1,485,297	878,329	14,105,800
Capital Project Funds						
GO Bond Funded Projects	1.50	51,051	42,388	6,160	2,736	102,335
Total Capital Projects Funds	1.50	51,051	42,388	6,160	2,736	102,335
Total All Funds	888.40	$ 54,102,525	$ 16,130,985	$ 7,305,560	$ 4,392,890	$ 81,931,960

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Gullickson, Planning Development Manager

Date: 05/29/2019

Meeting Date: 06/04/2019

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-014: Canyon del Rio Investors, LLC requests a Concept Zoning Map Amendment of approximately 83.88 acres at 3200 East Butler Avenue from the RD, Research and Development Zone, to MR, Medium Density Residential Zone (27.9 acres), HR, High Density Residential Zone (30.0 acres), and HC, Highway Commercial Zone (25.9 acres). The area proposed for the Concept Zoning Map Amendment is a portion of a 262-acre development known as Canyon del Rio. (Canyon del Rio Investors, LLC Concept Zoning Map Amendment request for property located at 3200 East Butler Avenue.)

STAFF RECOMMENDED ACTION:

1) Hold Public Hearing
2) Read Ordinance No. 2019-14 by title only for the final time
3) City Clerk reads Ordinance No. 2019-14 by title only (if approved above)
4) Adopt Ordinance No. 2019-14

Executive Summary:

Canyon del Rio Investors, LLC is requesting a Concept Zoning Map Amendment to permit development consisting of 180 attached residential units on 27.9 acres of Medium Density Residential (MR) Zone, 670 apartment units on 30-acres of High Density Residential (HR) Zone and 225,000 square feet of commercial development on 25.9-acres of Highway Commercial (HC) Zone. The area to be rezoned is located at the southwest corner of Butler Avenue and Fourth Street and totals 83.88 acres. The Canyon del Rio development, in total, is 262 acres in size.

The Flagstaff Planning and Zoning Commission conducted a public hearing to consider the Concept Zoning Map Amendment on April 10 and April 24, 2019. The Planning and Zoning Commission unanimously voted 5-0 in favor of forwarding a recommendation of approval of the Concept Zoning Map Amendment, subject to conditions, to the City Council.

*****Ordinance updated and an additional PowerPoint presentation has been attached*****

Financial Impact:

Canyon del Rio Investors, LLC will provide proportional share payments for the Butler Avenue and Fourth Street frontage and off-site traffic improvements in the amount of:
$2,461,730.
To the secondary water source:
$1,300,000.
Off-site, Zone B water storage:
$667,943.
The City of Flagstaff will provide additional funding for the off-site traffic improvements along the Butler Avenue and Fourth Street corridors as part of the approval of Proposition 419 (November 2018). The City will also provide funding for upgrading the size of the secondary source water line from 8-inch to 12-inch diameter. The City will also provide additional funding for the 1-million-gallon water storage tank, Canyon del Rio's share is equal to the cost for 428,000 gallons.

Policy Impact:

There are no policy impacts affiliated with this Concept Zoning Map Amendment request.

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.
Affordable Housing: Support the development and increase the inventory of public and private affordable housing for renters and home-owners.

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 applicant narrative and in the staff report to the Planning and Zoning Commission.

Has There Been Previous Council Decision on This:

A Settlement Agreement as approved by City Council was executed on May 13, 2013, and amended on January 29, 2015, which outlines how the Zoning Map Amendment will be processed, sets specific development density and intensities, and settles the two pending lawsuits. If the Zoning Map Amendment is approved, the pending lawsuits will be resolved. In response to the Settlement Agreement, Canyon del Rio Investors made an application for a Concept Zoning Map Amendment in November of 2014.

Options and Alternatives:

The City Council may approve the application as proposed, approve the application with modified conditions, or deny the application.

Background/History:

Canyon del Rio is a 1,426 unit residential and 225,000 square foot commercial development. The proposed development will provide a mixture of high density, medium density, and single-family residential units combined with commercial service, retail, and open space land uses on 262 acres, in accordance with the development plan. A Concept Zoning Map Amendment is proposed for 83 acres located in the northeast corner of the site at the intersection of Butler Avenue and South Fourth Street. The remainder of the property (179-acres) is currently zoned Single-Family Residential (R1) and Medium-Density Residential (MR) Zone.

The area to be amended and the entire Canyon del Rio development are located south of Butler Avenue. The site is heavily treed and is located within the Resource Protection Overlay Zone (RPO). The site has a varied topography, including many slopes and small valleys; the most significant is the Rio de Flag drainage that runs across the southeast corner of the development and continues downstream to Foxglenn Park. The proposed Fourth Street alignment that will ultimately connect Butler Avenue and John Wesley Powell Boulevard runs along the eastern boundary of Canyon del Rio. An existing aboveground 69 KV transmission line crosses the site in an east-west direction at the south end of Canyon del Rio, outside of the area to be rezoned.

In addition to this Concept Zoning Map Amendment case, the applicant has also submitted a Preliminary Block Plat application. This Preliminary Block Plat will divide the property into 22 separate blocks with an internal minor collector roadway and will be done in two phases. Each block will then be either subdivided further or will be subject to the Site Plan Review process, which is anticipated for the commercial and multi-family rental uses. A draft Development Agreement has also been attached for the Council's review. The Development Agreement will be reviewed by the Council via a separate resolution at the June 4th regular Council meeting.

Key Considerations:

This application is a Concept Zoning Map Amendment which requires the applicant to provide only conceptual drawings of the development. The concept zone plan provided by CDRI shows a mix of high density, medium density and single-family residential development across the site. The attached booklet includes a community masterplan that shows potential development of the Zoning Map Amendment area as well as potential lot layout for the rest of Canyon del Rio. The booklet further breaks out the three proposed new zones and provides concept photos or drawings for the commercial development, the attached housing, and the apartment buildings. Final lot layout design, actual elevations, and floor plans for individual units have not yet been provided and will be worked on through the final platting of individual subdivisions and/or site plan reviews. The high-density development areas have been strategically placed in relationship to the suburban activity center located at the intersections of Butler Avenue and Fourth Street as well as buffering between the commercial uses and single-family neighborhoods.

Sheet CP2 of the concept zone plan depicts Canyon del Rio's connectivity via a community trail system and Flagstaff Urban Trail System (FUTS) running east/west across the property. Fifty-eight acres of open space has also been provided and is shown on the concept zone plan connecting with the individual blocks and trails. A large open space tract, the Rio de Flag channel, traverses the southeastern portion of the property which provides a portion of the FUTS and serves as a drainage feature for the property.

The applicants have proposed through the Settlement Agreement (paragraph “h”) and the draft Development Agreement (paragraph 4.7.a) (both attached), that Canyon del Rio Investors will donate parcel Q3, located at the southwest corner of the development to the City for affordable housing and will supply water, sewer, and roadway infrastructure at the same time parcel R-4 is developed. Parcel Q3 is recognized as having a density equal to approximately 5% (80 units) of the total units within Canyon del Rio. Future developments wishing to provide additional affordable housing will be given a 5% credit toward the 10% threshold needed to qualify for affordable housing incentives allowed by the Zoning Code.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached "Findings for Reviewing Proposed Zoning Map Amendments and Text Amendments" document.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Concept Zoning Map Amendments. In accordance with State Statute, a notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,000 feet (exceeding the minimum of 300-feet).

The applicant held two citizen participation meetings. The first meeting was held on August 28, 2013, (report dated December 20, 2013), and the second was a series of meetings held more recently on July 26 and 28, 2018, which focused on the current application. The earlier report includes a synopsis of the public comments received at the meeting. The 2018 report also includes minutes from the meeting and a summary of the comments the applicant received at the meeting. Staff has also attached to this report the comments received from the public regarding this development request. The meetings included an open house period followed by presentations from the applicant and a question and answer session. Comments on the project included the following topics: traffic impacts, building heights, high-density housing, noise from the commercial development, and affordability.

There were several speakers at each of the two Planning and Zoning Commission meetings. They also expressed concerns on traffic, road capacity, building heights, noise, and high-density housing.

Expanded Options and Alternatives:

Findings for Reviewing Proposed Zoning Map Amendments

Concept Zoning Map Amendments shall be evaluated based on the following findings: the proposed amendment is consistent with and conforms to the goals and policies of the General Plan and any applicable specific plans; the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the “City”), and will add to the public good as described in the General Plan; and the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, and 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.

The attached “Findings for Reviewing Proposed Zoning Map Amendments and Text Amendments” provides an expanded evaluation of how the required findings are being addressed by this development.

Attached is a “Revised recommended conditions for the Canyon del Rio Zoning Map Amendment” document. This document was reviewed by the Planning and Zoning Commission and the conditions were included in their recommendation to approve the Zoning Map Amendment; the conditions have been included as part of Ordinance No. 2019-14.

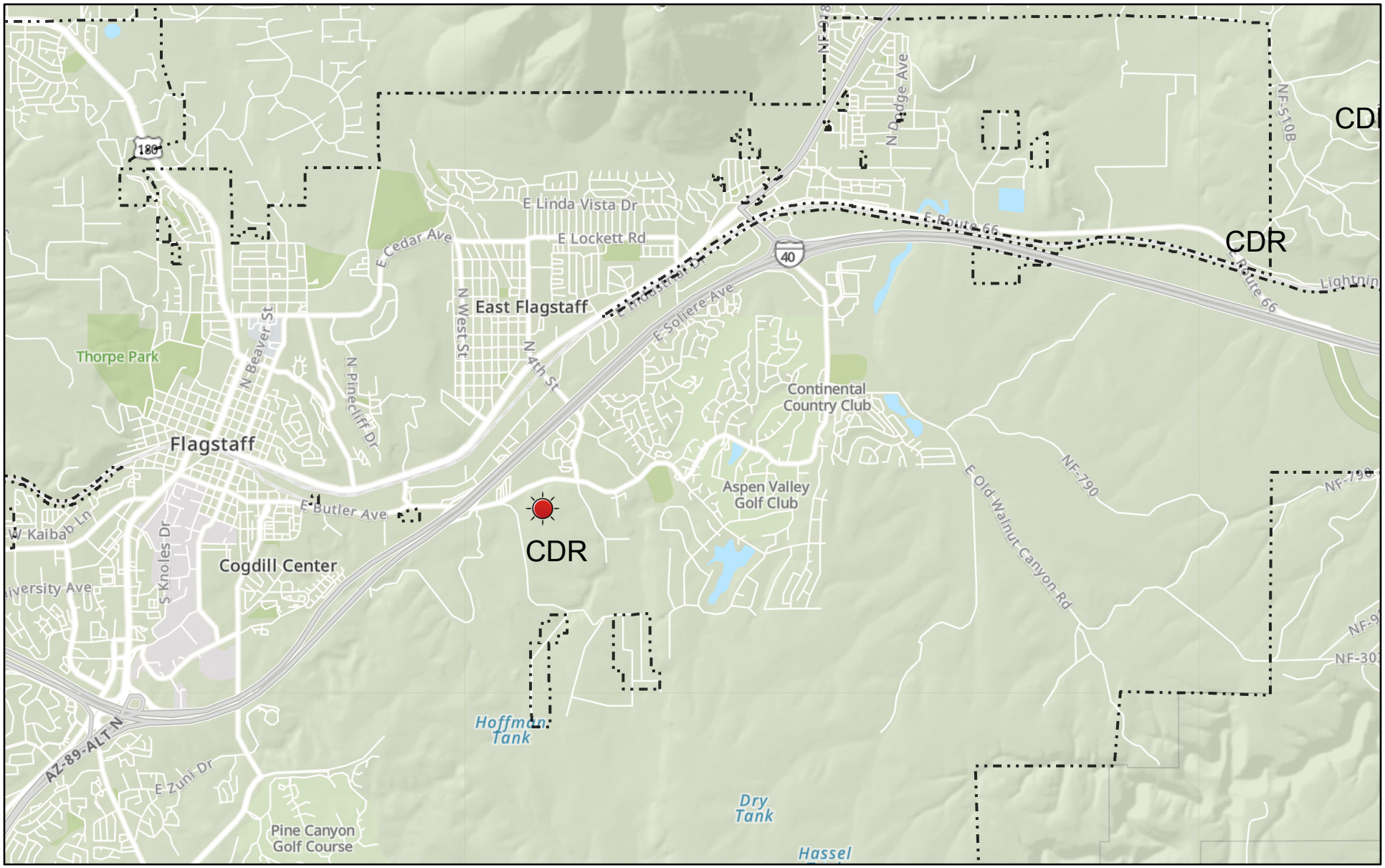
- Recommended Action: The City Council may approve the Concept Zoning Map Amendment as recommended by the Planning and Zoning Commission and staff by reading and adoption Ordinance No. 2019-14.
- The City Council may approve the Concept Zoning Map Amendments with modified conditions.

- The City Council may deny the Concept Zoning Map Amendment.

Attachments:

Vicinity Map
Vicinity Map w/ Zoning
Application
Ord. 2019-14
ZMA P&Z Staff Report
Revised ZMA Conditions
CDR ZMA Findings
CDR Applicant Narrative
CDR Concept Development Plans
CDR Concept Zoning Plans
CDR Settlement Agreement
Draft Development Agreement
FD Vegetation Management Letter
Neighborhood Meet Report
Comments sent to City Staff
AZ Leather Flower Comments
Presentation
Presentation - June 4 Meeting

City of Flagstaff Internal Web Map



5/8/2019 4:09:22 PM

City Boundary

Parcels

1:72,224

0 0.5 1 2 mi

0 0.75 1.5 3 km

County of Yavapai, Esri, HERE, Garmin, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA |

ZONING/LAND USE LEGEND

LI	LIGHT INDUSTRIAL/INDUSTRIAL
PF	PUBLIC FACILITY/OPEN
HC	HIGHWAY COMMERCIAL/COMMERCIAL
SC	SUBURBAN COMMERCIAL/COMMERCIAL
R1	SINGLE FAMILY RESIDENTIAL/RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL/RESIDENTIAL
HR	HIGH DENSITY RESIDENTIAL/RESIDENTIAL
ER	ESTATE RESIDENTIAL/RESIDENTIAL
RR	RURAL RESIDENTIAL/RESIDENTIAL
MH	MANUFACTURED HOUSING/RESIDENTIAL
RD	RESEARCH & DEVELOPMENT
HC	PROPOSED HIGHWAY COMMERCIAL
HR	PROPOSED HIGH DENSITY RESIDENTIAL
MR	PROPOSED MEDIUM DENSITY RESIDENTIAL
	CITY LIMITS
	EXISTING PROPERTY LINE
	PROPOSED CDRI PROPERTY BOUNDARY
	PROPOSED REZONE PROPERTY BOUNDARY

NORTH

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

JOB NO.	13184
DATE	MAR 19
SCALE	1"=1000'
DRAWN	KMF
DESIGN	KMF
CHECKED	SCI

CANYON DEL RIO
FLAGSTAFF ARIZONA

ZONING EXHIBIT – PROPOSED

SHEET 4 OF 5

PLOTTED: Mar 01, 2019–2:34pm
FILE: P:\2013\13184\DRAWINGS\EXHIBITS\P&Z MAPS\13184 – PROPOSED ZONING EXHIBIT.DWG KBAYER

RECEIVED
DEC 27 2018

NOV 01 2018 BY: Restonsk

MAY 31 2018 BY:

MAY 21 2015 BY: Rebbnthal

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

Date Received: 9-8-2018

File Number: PZ-18-00113 DEV 15-031

Property Owner(s) See Attached	**Title**	**Phone** 602-241-1500	**Email** rms@semplecpa.com
Mailing Address Bob Semple at Semple, Marchal & Cooper, LLP, 2700 N. Central Ave., 9th Floor		**City, State, Zip** Phoenix, AZ 85004	
Applicant(s) Ed Bull at Burch @ Cracchiolo, P.A.	**Title**	**Phone** 602-234-9913	**Email** ebull@bcattorneys.com
Mailing Address 702 E. Osborn Road, Suite 200		**City, State, Zip** Phoenix, AZ 85014	
Project Representative) Brian Rhoton at RAC Partners	**Title**	**Phone** 928-699-1169	**Email** brhoton@capstonecos.com
Mailing Address 1750 Railroad Springs Blvd., Suite 10		**City, State, Zip** Flagstaff, AZ 86001	

Requested Review ☒ Zoning Map Amendment (Concept Plan) ☐ Minor Regional Plan Amendment ☐ Continued

Site Address SWC Butler Ave. & Fourth St.	**Parcel Number(s)** 106-08-005L, M & P	**Subdivision, Tract & Lot Number** N/A
Existing Zoning District See Attached Table	**Proposed Zoning District:** See Attached Table	**Existing Regional Plan Land Use Category** Urban Activity Center/Urban Future
Existing Use Vacant Land		**Proposed Use** See Attached Table

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (if Applicable) N/A	**Proposed Regional Plan Land Use Category** N/A

Property Owner Signature(required)	**Date:** 1/28/15	**Applicant Signature**	**Date:** 4/3/15

For City Use

Date Filed: 4-7-15	**File Number(s):** PSPR2015 0017		**Type of Zoning Map Amendment:** ☐ Small scale ☐ Medium scale ☐ Large scale ☐ Multi-phase scale
P & Z Hearing Date:	**Publication and Posting Date:**		
Council Hearing Date:	**Publication and Posting Date:**		
Fee Receipt Number:	**Amount:**	**Date:**	

Action by Planning and Zoning Commission:	**Action by City Council:**
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	**Planning**	**Engineering**	**Fire**	**Public Works/Utilities**	**Stormwater**
	MM	Gary	Kent	Jim	Matt Cl

Comments sent 8-15-2018 MMC

Comments sent 10-8-2018

Comments sent 12-14-2018

ORDINANCE NO. 2019-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 83.88 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3200 EAST BUTLER AVENUE ON PARCEL NUMBERS 106-08-005L, 106-08-005M AND 106-08-005P FROM THE RESEARCH AND DEVELOPMENT (RD) ZONE TO MEDIUM DENSITY RESIDENTIAL (MR), HIGH DENSITY RESIDENTIAL (HR), AND HIGHWAY COMMERCIAL (HC) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Canyon del Rio Investors, LLC (the "Applicant") applied for a Concept Zoning Map Amendment to rezone approximately 83.88 acres of land generally located at 3200 East Butler Avenue, Coconino County, Arizona, a legal description of which is provided in Exhibits "A, B and C" attached hereto ("the Property"), in order to construct a mix of commercial and residential land uses consisting of 226,000 square feet of commercial space with 950 rental and for sale residential units; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, in furtherance of the Applicant's development plans, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from the Research and Development (RD) zone to Medium Density Residential (MR) Zone for 27.92 acres, High Density Residential (HR) Zone for 29.97 acres and Highway Commercial (HC) Zone for 25.99 acres; and

WHEREAS, the Applicant conducted neighborhood meetings on August 28, 2013, July 26, 2018 and July 28, 2018, to discuss the proposed Concept Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and public hearings on April 10, 2019, and April 24, 2019, and has recommended approval of the requested zoning application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, staff have recommended approval of the Concept Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, as augmented by staff, as set forth below, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided

by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Concept 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 Medium Density Residential (MR) Zone for 27.92 acres, High Density Residential (HR) Zone for 29.97 acres and Highway Commercial (HC) Zone for 25.99 acres, as depicted in Exhibits “A, B, and C”, through the approval of the application and all other documents attached to the staff summary submitted in support of this Ordinance.

SECTION 6. That the Concept Zoning Map Amendment be further conditioned upon the Applicant’s satisfaction of the following conditions proposed by the Planning and Zoning Commission, as augmented by staff:

CONDITIONS:

1. That the subject property be developed according to the Concept Zone Plan of Canyon del Rio as presented with the rezoning request.

2. That, except as specifically set forth in the Agreement, all other requirements of the Flagstaff Zoning Code and other City codes, ordinances and regulations apply to the Canyon del Rio development.

3. The developer shall grant permanent public pedestrian easements on the trails within the development of Canyon del Rio.

4. That all terms, conditions and restrictions detailed in the ~~“Canyon del Rio” Development~~ Agreement, which was entered into between the City of Flagstaff and the Applicant, and approved by the City Council through Resolution No. 2019-20 on June 4, 2019, are fully

satisfied.

5. That a Vegetative Management plan meeting the Flagstaff Fire Department's approval be processed and the work completed before combustible materials be brought onto Canyon del Rio.

6. All single-family attached and detached ~~homes~~ residential units within Canyon del Rio (i.e., units developed on R1 and MR parcels) shall meet certification requirements for Net-Zero Energy Ready Certified Homes, as established by the U.S. Department of Energy. ~~will comply with the "Net Zero Ready" design that provides energy efficient homes.~~

7. The developer will create a Design Review Policy document that sets minimum exterior structure appearance, materials and design consistent with the Agreement, the City's Architectural Design Standards, section 10-50.20 of the Zoning Code, prior to the first subdivision plat or site plan review.

8. In conjunction with Regional Plan policy LU.13.5., if vertical mixed use is not feasible, the site design of commercial buildings that are at-grade with the commercial corridor (Butler Avenue and/or South Fourth Street) will need to have architecture that mimics a 2-story building in order to support a feeling of enclosure that has been shown to make activity centers more comfortable to walk in.

9. The Lot Coverage/Building information chart on the Concept Zone Plan of Canyon Del Rio and Exhibit "D", Density Chart, to the ~~Development~~ Agreement ~~for Canyon del Rio~~ must set target densities and intensities for parcels within Canyon del Rio as approved by staff.

10. All private roads shall remain open to the public and shall never be gated.

11. Development of the Property shall not commence until Applicant obtains a permit from the Arizona Department of Agriculture for removal/destruction of any protected plan species on the Property.

12. The Applicant provide to the City a document that describes how the "resource banks" will be administered and excess resources will be distributed to other sites and how the transferred resources will be permanently protected. The document will be provided to the City in conjunction with the first preliminary plat or site plan review proposed for a parcel in Canyon del Rio.

13. The maximum allowed Floor Area Ratio (FAR) permitted on the HC Parcels shall be 0.20.

14. The City and Applicant recognize that future development opportunities in Flagstaff may require the use of Research & Development (RD) zoning. If at some point in the future the City and Applicant agree that RD zoning would be more beneficial to the CDRI Development, the parcels that have been rezoned from RD to another zoning classification through this Ordinance may be reverted to the former RD zoning pursuant to Section 9.462.01 of the Arizona Revised Statues.

15. The Rooming and Boarding use is not permitted on any parcel within the Canyon del Rio development.

16. Development of the multi-family residential properties on the J-1 and J-2 parcels shall be limited to forty-five (45) feet in height. If CDRI is unable to achieve the target densities identified in Exhibit D to the Agreement with the forty-five (45) foot height limitation, the City will administratively modify the resource protection requirements as follows to allow for the required density: (1) exclude the half streets adjacent to the J-1 and J-2 parcels from the resource protection calculation; and/or (2) reduce the resource protection requirements applicable to trees for the J-1 and J-2 parcels up to 10% (e.g., maximum reduction to a 45% protection requirement).

~~12.~~17. High Occupancy Housing is not permitted on the J-1 and J-2 parcels. High Occupancy Housing is defined in the High Occupancy Housing Specific Plan, which was adopted by the Flagstaff City Council on February 20, 2018, as buildings that house more than 75 bedrooms per acre or have more than 30 dwelling units per acre in dormitory or apartment-style units.

SECTION 7. 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 8. 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 9. This Ordinance shall become effective thirty (30) days following its adoption by City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of June 4, 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit “A”

Legal Description of Property

Exhibit 'A'

HC Zoning Legal Description:

A portion of Section 24, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the west quarter corner of said Section 24, a 1/2" rebar with aluminum cap "LS 4321", from which the northwest corner of said Section 24, a 2" x 2" square rod, bears North 00°43'05" West, 2645.53 feet (Basis of Bearing and as shown on Book 20, Page 45 of Surveys, Official Records of Coconino County, herein referred to as R1);

Thence along the west line of said Section 24, North 00°43'05" West, 1839.51 feet to a point lying 50 feet southeasterly of the centerline of Butler Ave. per R1;

Thence parallel with and 50 feet southeasterly of said centerline, North 70°10'43" East, 352.25 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing parallel with and 50 feet southeasterly of said centerline, North 70°10'43" East, 251.20 feet;

Thence South 10°03'15" West, 614.41 feet;

Thence South 82°58'09" West, 64.06 feet;

Thence North 00°47'14" West, 148.67 feet to the beginning of a curve concave to the west having a radius of 985.00 feet and a central angle of 19°03'34";

Thence northerly along said curve, 327.66 feet;

Thence North 19°50'42" West, 41.36 feet;

Thence North 25°09'53" East, 21.21 feet **TRUE POINT OF BEGINNING;**

Containing 1.79 acres, more or less.

Parcel 2:

Commencing at the west quarter corner of said Section 24, a 1/2" rebar with aluminum cap "LS 4321", from which the northwest corner of said Section 24, a 2" x 2" square rod, bears North 00°43'05" West, 2645.53 feet (Basis of Bearing and as shown on Book 20, Page 45 of Surveys, Official Records of Coconino County, herein referred to as R1);

Thence along the west line of said Section 24, North 00°43'05" West, 1839.51 feet to a point lying 50 feet southeasterly of the centerline of Butler Ave. per R1;

Thence parallel with and 50 feet southeasterly of said centerline, North 70°10'43" East, 707.06 feet to the beginning of a curve concave to the south having a radius of 660.00 feet and a central angle of 24°51'55";

Thence continuing parallel with and 50 feet southeasterly of said centerline, and easterly along said curve, 22.84 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing parallel with and 50 feet southerly of said centerline, and easterly along said curve, 263.59 feet;

Thence continuing parallel with and 50 feet southerly of said centerline, South 84°58'58" East, 690.72 feet;

Thence South 39°59'26" East, 21.22 feet;

Thence South 04°59'58" West, 35.94 feet to the beginning of a curve concave to the east having a radius of 659.00 feet and a central angle of 40°44'38";

Thence southerly along said curve, 468.63 feet;

Thence South 35°44'39" East, 228.26 feet;

Thence South 09°15'22" West, 35.36 feet;

Thence South 54°15'18" West, 18.89 feet to the beginning of a curve concave to the north, having a radius of 265.00 feet and a central angle of 95°54'39";

Thence westerly and northwesterly along said curve, 443.60 feet to the beginning of a curve concave to the southwest, having a radius of 385.00 feet and a central angle of 65°52'14";

Thence northwesterly and westerly along said curve, 442.62 feet;

Thence North 21°05'13" West, 270.91 feet;

Thence North 86°29'57" West, 108.30 feet;

Thence North 45°57'58" West, 320.23 feet to the **TRUE POINT OF BEGINNING**.

Containing 10.79 acres, more or less.

Parcel 3:

Commencing at the center quarter corner of said Section 24, a ¾" open pipe, from which the north quarter corner of said Section 24, a 2-1/2" aluminum cap "LS 16630", bears North 00°29'59" West, 2644.85 feet (Basis of Bearing and as shown on Book 20, Page 45 of Surveys, Official Records of Coconino County);

Thence leaving the North-South mid-section line of said Section 24, South 55°32'05" West, 110.67 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 950.00 feet and a central angle of 5°15'20" and being subtended by a chord which bears North 33°05'32" West, 87.11 feet;

Thence northwesterly along said curve, 87.14 feet;

Thence North 35°43'12" West, 114.65 feet to the **TRUE POINT OF BEGINNING**;

Thence North 81°24'34" West, 740.58 feet;

Thence North 05°23'53" West, 251.91 feet;

Thence North 10°17'13" West, 262.84 feet;

Thence North 15°41'42" West, 260.26 feet;

Thence North 21°07'29" West, 260.47 feet;

Thence North 24°09'02" West, 166.03 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 315.00 feet and a central angle of 2°16'36" and being subtended by a chord which bears South 30°58'21" East, 12.52 feet;

Thence southeasterly along said curve, 12.52 feet to the beginning of a curve concave to the north, having a radius of 335.00 feet and a central angle of 95°52'52";

Thence southeasterly and easterly along said curve, 560.60 feet;

Thence North 54°15'29" East, 19.01 feet;

Thence South 80°14'12" East, 35.05 feet to the beginning of a non-tangent curve concave to the west, having a radius of 1440.00 feet and a central angle of 26°43'24";

Thence southerly along said curve, 673.48 feet;

Thence South 07°30'56" East, 54.56 feet to the beginning of a curve concave to the east, having a radius of 650.00 feet and a central angle of 28°12'16";

Thence southerly along said curve, 319.97 feet;

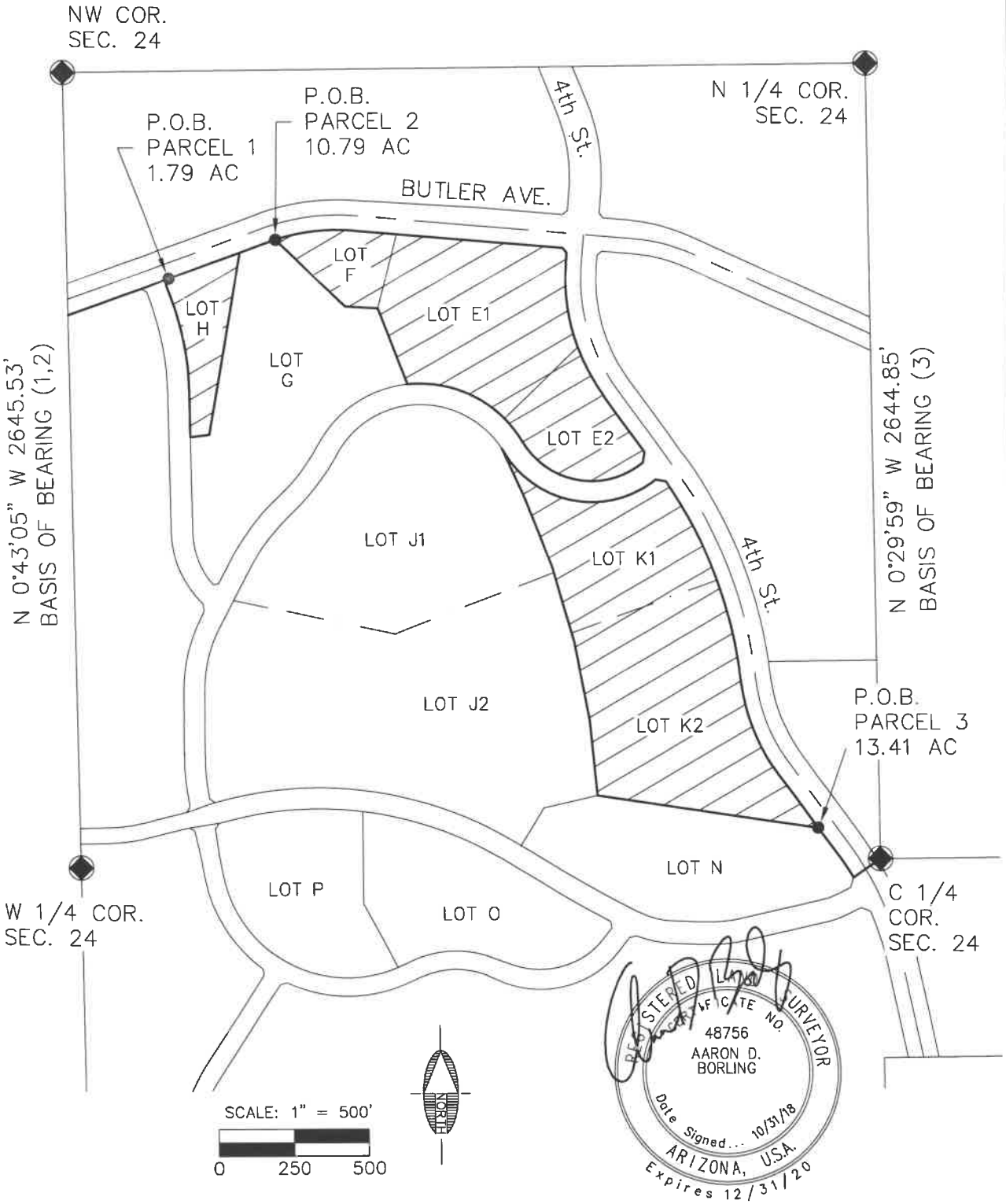
Thence South 35°43'12" East, 224.18 feet to the **TRUE POINT OF BEGINNING**.

Containing 13.41 acres, more or less.

See Exhibit 'A-1' attached hereto and made a part hereof.

EXHIBIT A-1 TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF SECTION 24, TOWNSHIP 21 NORTH,
RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SWI
Shephard Wesnitzer, Inc. www.swiaz.com
110 West Dale Ave
Flagstaff, Az 86001
928.773.0354
928.774.8934 fax

JOB NO:	13184
DATE:	10/31/2018
SCALE:	1" = 500'
DRAWN:	ADB
DESIGN:	
CHECKED:	ADB

CITY OF FLAGSTAFF — COCONINO COUNTY ARIZONA

LEGAL EXHIBIT

Exhibit “B”

Legal Description of Property

Exhibit 'B'

MR Zoning Legal Description:

A portion of Section 24, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the west quarter corner of said Section 24, a 1/2" rebar with aluminum cap "LS 4321", from which the northwest corner of said Section 24, a 2" x 2" square rod, bears North 00°43'05" West, 2645.53 feet (Basis of Bearing and as shown on Book 20, Page 45 of Surveys, Official Records of Coconino County);

Thence along the west line of said Section 24, North 00°43'05" West, 80.09 feet;

Thence leaving said west line North 89°16'54" East, 95.24 feet to the beginning of a curve concave the north, having a radius of 526.00 feet and a central angle of 13°13'48";

Thence easterly along said curve, 121.46 feet;

Thence North 76°05'11" East, 147.09 feet;

Thence North 81°16'37" East, 99.51 feet to the **TRUE POINT OF BEGINNING**;

Thence North 76°05'13" East, 51.60 feet to the beginning of a curve concave to the south, having a radius of 1165.00 feet and a central angle of 45°26'02";

Thence easterly and southeasterly along said curve, 923.81 feet

Thence South 58°30'58" East, 217.18 feet to the beginning of a curve concave to the northeast, having a radius of 2435.00 feet and a central angle of 4°12'51";

Thence southeasterly along said curve, 179.09 feet;

Thence South 62°41'39" East, 12.23 feet;

Thence South 12°51'28" East, 21.42 feet;

Thence South 37°18'01" West, 40.71 feet to the beginning of a curve concave to the north, having a radius of 269.50 feet and a central angle of 73°00'26";

Thence southwesterly and westerly along said curve, 343.40 feet;

Thence North 69°44'40" West, 80.27 feet to the beginning of a curve concave to the south, having a radius of 330.50 feet and a central angle of 45°13'12";

Thence westerly and southwesterly along said curve, 260.84 feet;

Thence South 63°58'47" West, 26.25 feet to the beginning of a curve concave to the northwest, having a radius of 419.50 feet and a central angle of 105°54'29";

Thence westerly and northwesterly along said curve, 775.42 feet;

Thence North 10°24'48" West, 68.45 feet;

Thence North 07°52'41" West, 88.32 feet;

Thence North 32°59'43" East, 21.91 feet to the **TRUE POINT OF BEGINNING**;

Containing 11.60 acres, more or less.

Parcel 2:

Commencing at the center quarter corner of said Section 24, a ¾" open pipe, from which the north quarter corner of said Section 24, a 2-1/2" aluminum cap "LS 16630", bears North 00°29'59" West, 2644.85 feet (Basis of Bearing and as shown on Book 20, Page 45 of Surveys, Official Records of Coconino County);

Thence leaving the North-South mid-section line of said Section 24, South 55°32'05" West, 110.67 feet to the **TRUE POINT OF BEGINNING**;

Thence South 16°42'25" West, 34.49 feet;

Thence South 63°09'21" West, 45.29 feet to the beginning of a curve concave to the north, having a radius of 265.00 feet and a central angle of 14°03'12";

Thence southwesterly and westerly along said curve, 65.00 feet;

Thence South 77°12'34" West, 266.33 feet to the beginning of a curve concave to the north, having a radius of 465.00 feet and a central angle of 14°42'11";

Thence westerly along said curve, 119.33 feet;

Thence North 88°05'15" West, 110.04 feet to the beginning of a curve concave to the north, having a radius of 265.00 feet and a central angle of 25°09'05";

Thence westerly along said curve, 116.33 feet;

Thence North 62°42'03" West, 84.50 feet to the beginning of a curve concave to the northeast having a radius of 2365.00 feet and a central angle of 4°12'51";

Thence northwesterly along said curve, 173.94 feet;

Thence North 58°30'58" West, 191.79 feet;

Thence North 31°29'02" East, 146.34 feet;

Thence North 77°05'44" East, 182.81 feet;

Thence South 81°24'34" East, 740.58 feet;

Thence South 35°43'12" East, 114.65 feet to the beginning of a curve concave to the southwest, having a radius of 950.00 feet and a central angle of 5°15'20";

Thence southeasterly along said curve, 87.14 feet to the **TRUE POINT OF BEGINNING**;

Containing 7.20 acres, more or less.

Parcel 3:

Commencing at the west quarter corner of said Section 24, a 1/2" rebar with aluminum cap "LS 4321", from which the northwest corner of said Section 24, a 2" x 2" square rod, bears North 00°43'05" West, 2645.53 feet (Basis of Bearing and as shown on Book 20, Page 45 of Surveys, Official Records of Coconino County, herein referred to as R1);

Thence along the west line of said Section 24, North 00°43'05" West, 1839.51 feet to a point lying 50 feet southeasterly of the centerline of Butler Ave. per R1;

Thence parallel with and 50 feet southeasterly of said centerline, North 70°10'43" East, 603.45 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing parallel with and 50 feet southeasterly of said centerline, North 70°10'43" East, 103.61 feet to the beginning of a curve concave to the south having a radius of 660.00 feet and a central angle of 1°58'58";

Thence continuing parallel with and 50 feet southeasterly of said centerline, and easterly along said curve, 22.84 feet;

Thence South 45°57'58" East, 320.23 feet;

Thence South 86°29'57" East, 108.30 feet;

Thence South 21°05'13" East, 270.91 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 385.00 feet and a central angle of 55°37'35" and being subtended by a chord which bears South 56°28'56" West, 359.27 feet;

Thence westerly and southwesterly along said curve, 373.78 feet to the beginning of a curve concave to the northwest, having a radius of 690.00 feet and a central angle of 18°09'15";

Thence southwesterly along said curve, 218.63 feet to the beginning of a curve concave to the southeast, having a radius of 835.00 feet and a central angle of 19°01'56";

Thence southwesterly along said curve, 277.37 feet;

Thence South 27°47'25" West, 80.82 feet;

Thence South 82°08'44" West, 16.43 feet to the beginning of a non-tangent curve concave to the east, having a radius of 265.00 feet and a central angle of 41°05'14" and being subtended by a chord which bears North 21°11'58" West 185.99 feet;

Thence northwesterly and northerly along said curve, 190.03 feet;

Thence North 00°47'14" West, 317.16 feet;

Thence North 82°58'09" East, 64.06 feet;

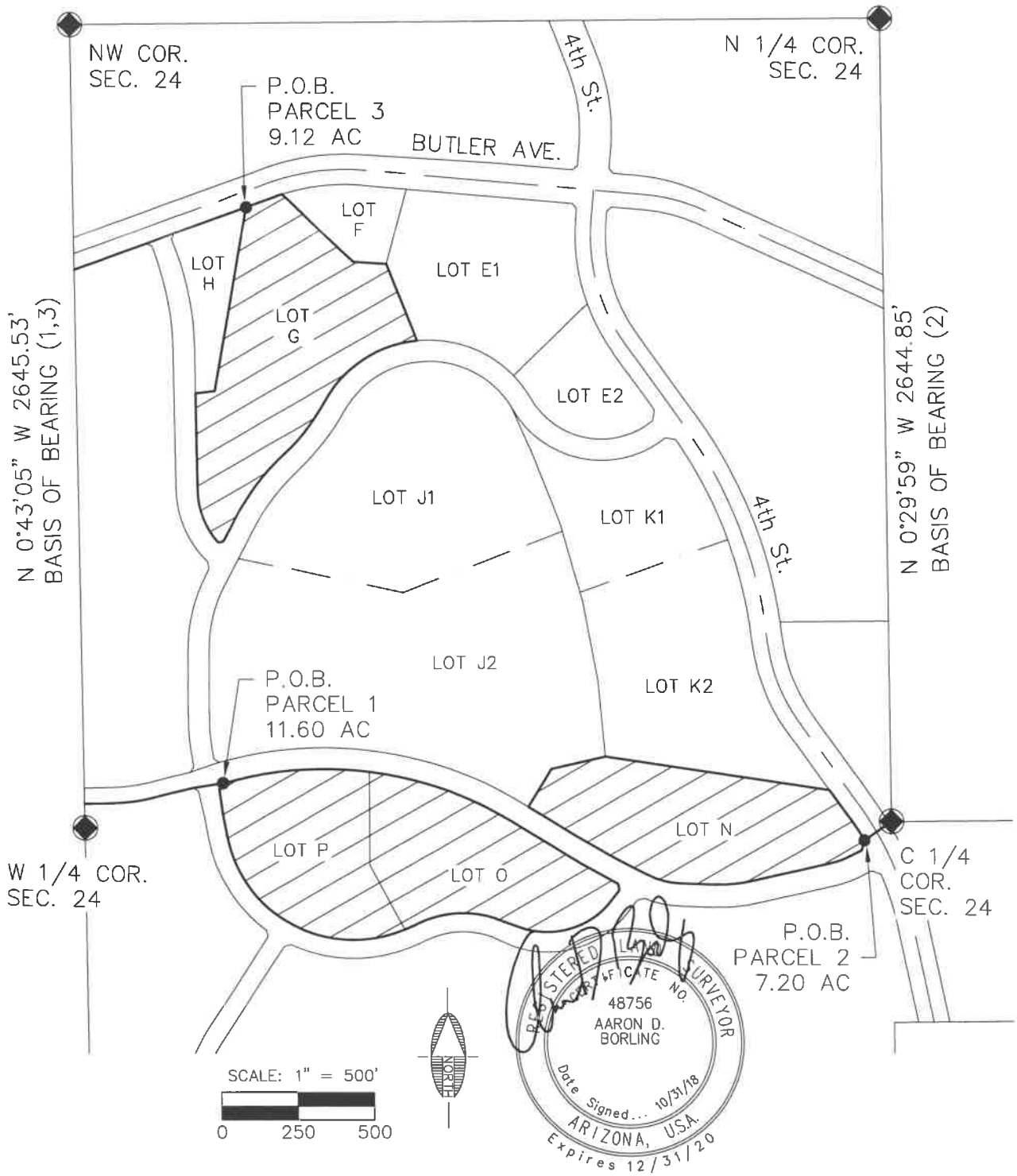
Thence North 10°03'15" East, 614.41 feet to the **TRUE POINT OF BEGINNING**;

Containing 9.12 acres, more or less.

See Exhibit 'B-1' attached hereto and made a part hereof.

EXHIBIT B-1 TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF SECTION 24, TOWNSHIP 21 NORTH,
RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SWI
Shephard Wesnitzer, Inc. www.swiaz.com
110 West Dale Ave
Flagstaff, Az 86001
928.773.0354
928.774.8934 fax

JOB NO:	13184
DATE:	10/31/2018
SCALE:	1" = 500'
DRAWN:	ADB
DESIGN:	
CHECKED:	ADB

CITY OF FLAGSTAFF — COCONINO COUNTY ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 4

Exhibit “C”

Legal Description of Property

Exhibit 'C'

HR Zoning Legal Description:

A portion of Section 24, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the west quarter corner of said Section 24, a 1/2" rebar with aluminum cap "LS 4321", from which the northwest corner of said Section 24, a 2" x 2" square rod, bears North 00°43'05" West, 2645.53 feet (Basis of Bearing and as shown on Book 20, Page 45 of Surveys, Official Records of Coconino County);

Thence along the west line of said Section 24, North 00°43'05" West, 132.09 feet;

Thence leaving said west line North 89°16'54" East, 95.24 feet to the beginning of a curve concave the north, having a radius of 474.00 feet and a central angle of 13°11'44";

Thence easterly along said curve, 109.17 feet;

Thence North 76°05'11" East, 150.26 feet;

Thence North 70°58'28" East, 100.98 feet to the **TRUE POINT OF BEGINNING**;

Thence North 57°00'20" West, 20.50 feet;

Thence North 10°06'06" West, 10.06 feet to the beginning of a curve concave to the east, having a radius of 765.00 feet and a central angle of 10°20'56";

Thence northerly along said curve, 138.18 feet;

Thence North 00°14'45" East, 212.65 feet to the beginning of a curve concave to the east, having a radius of 465.00 feet and a central angle of 27°32'42";

Thence northerly and northeasterly along said curve, 223.55 feet;

Thence North 27°47'27" East, 202.96 feet to the beginning of a concave to the southeast, having a radius of 765.00 feet and a central angle of 19°01'56";

Thence northeasterly along said curve, 254.12 feet to the beginning of a curve concave to the northwest having a radius of 760.00 feet and a central angle of 18°09'15";

Thence northeasterly along said curve, 240.81 feet to the beginning of a curve concave to the south, having a radius of 315.00 feet and a central angle of 119°13'12";

Thence northeasterly, easterly and southeasterly along said curve, 655.45 feet;

Thence South 24°09'02" East, 166.03 feet;

Thence South 21°07'29" East, 260.47 feet;

Thence South 15°41'42" East, 260.26 feet;

Thence South 10°17'13" East, 262.84 feet;

Thence South 05°23'53" East, 251.91 feet;

Thence South 77°05'44" West, 182.81 feet;

Thence South 31°29'02" West, 146.34 feet;

Thence North 58°30'58" West, 25.39 feet to the beginning of a curve concave to the south, having a radius of 1235.00 feet and a central angle of 45°26'02";

Thence northwesterly and westerly along said curve, 979.32 feet;

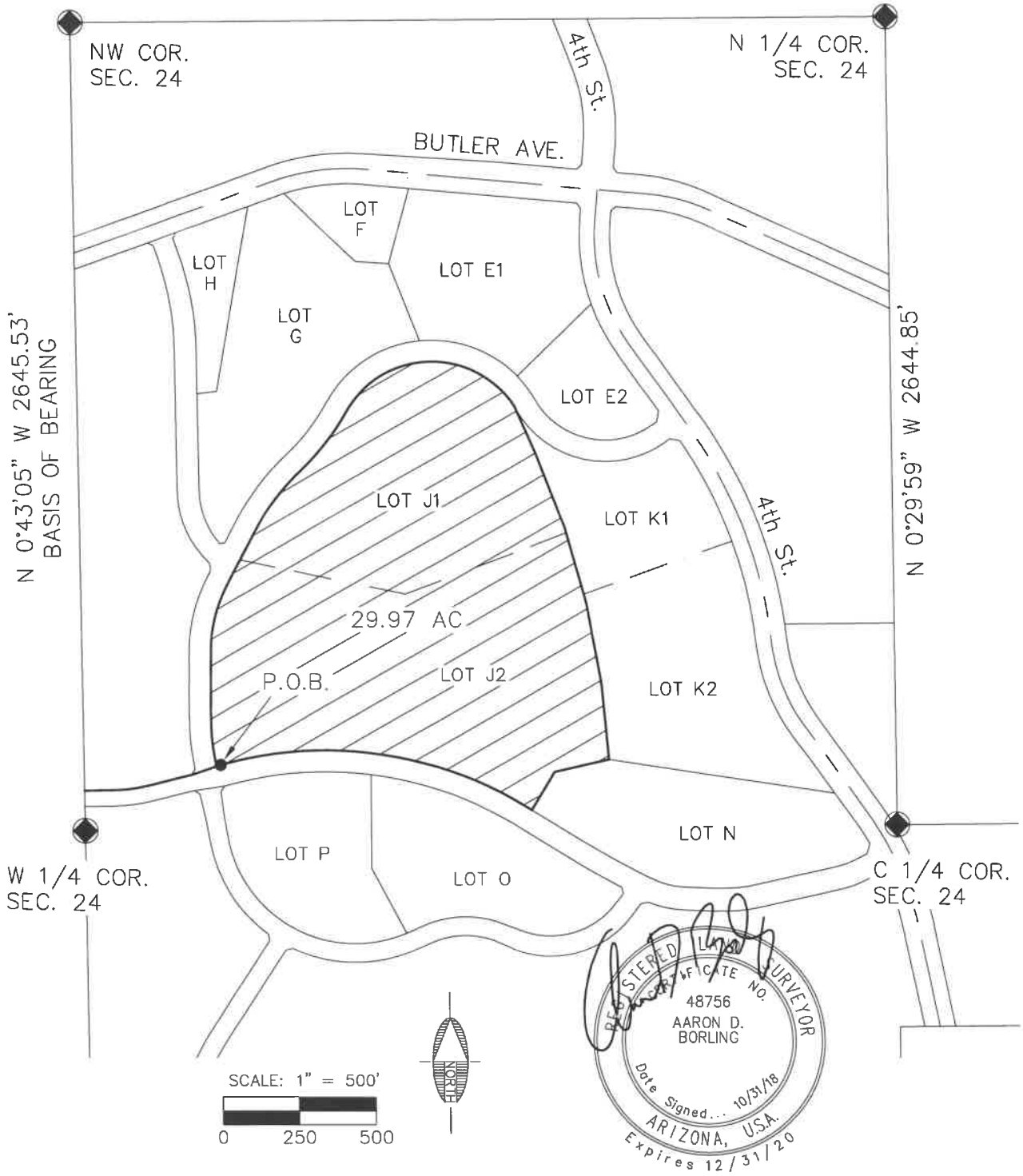
Thence South 76°05'11" West, 46.89 feet to the **TRUE POINT OF BEGINNING**.

Containing 29.97 Acres, more or less.

See Exhibit 'C-1' attached hereto and made a part hereof.

EXHIBIT C-1 TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF SECTION 24, TOWNSHIP 21 NORTH,
RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



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CITY OF FLAGSTAFF — COCONINO COUNTY ARIZONA

LEGAL EXHIBIT

PLANNING DIVISION REPORT
CONCEPT ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-18-00113-01

DATE: March 31, 2019
MEETING DATE: April 10, 2019
REPORT BY: Neil Gullickson, AICP

REQUEST:

Canyon del Rio Investors, LLC requests a Concept Zoning Map Amendment of approximately 83.88 acres at 3200 East Butler Avenue from the RD, Research and Development Zone to MR, Medium Density Residential Zone (27.9 acres); HR, High Density Residential Zone (30.0 acres), and to HC, Highway Commercial Zone (25.9 acres). The area proposed for the Concept Zoning Map Amendment is a portion of a 261-acre development known as Canyon del Rio.

STAFF RECOMMENDATION:

In accordance with the findings presented in this report, staff recommends the Planning and Zoning Commission forward the Concept Zoning Map Amendment request to the City Council with a recommendation for approval subject to conditions of approval.

PRESENT LAND USE:

The subject property, to be amended, consists of undeveloped land in the RD, Research and Development Zone. The entire Canyon del Rio property is 261 acres of undeveloped land with multiple zoning districts, including Single-Family-Residential (R1), Medium Density Residential (MR) and Research & Development RD).

PROPOSED LAND USE:

The proposed Canyon del Rio development, includes a total of 1,426 residential dwelling units, attached and detached with approximately 225,000 square feet of commercial development. A portion of the development, 83-acres, is proposed to be rezoned by this application. Canyon del Rio is intended to provide a mix of housing types with supporting commercial services and open space areas.

NEIGHBORHOOD DEVELOPMENT:

North:	Butler Avenue developed and undeveloped, Highway Commercial (HC) Zone;
East:	Vacant land in the Suburban Commercial (SC), Research and Development (RD) Zone and the previous Humane Society facility in the Public Facilities (PF) Zone;
South:	Undeveloped land part of Canyon del Rio, Medium Density (MR) Zone;
West:	Vacant land, part of Canyon del Rio in the R1, Single-family Residential Zone.

REQUIRED FINDINGS

STAFF REVIEW. An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General (Regional) Plan, and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code (page 40.20-1); and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

STANDARDS FOR REVIEWING PROPOSED AMENDMENTS. Proposed Zoning Map Amendments shall be evaluated based on the following findings: the proposed amendment is consistent with and conforms to the goals and policies of the General (Regional) Plan, and any applicable specific plans; the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"), and will add to the public good as described in the General (Regional) Plan; and, the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

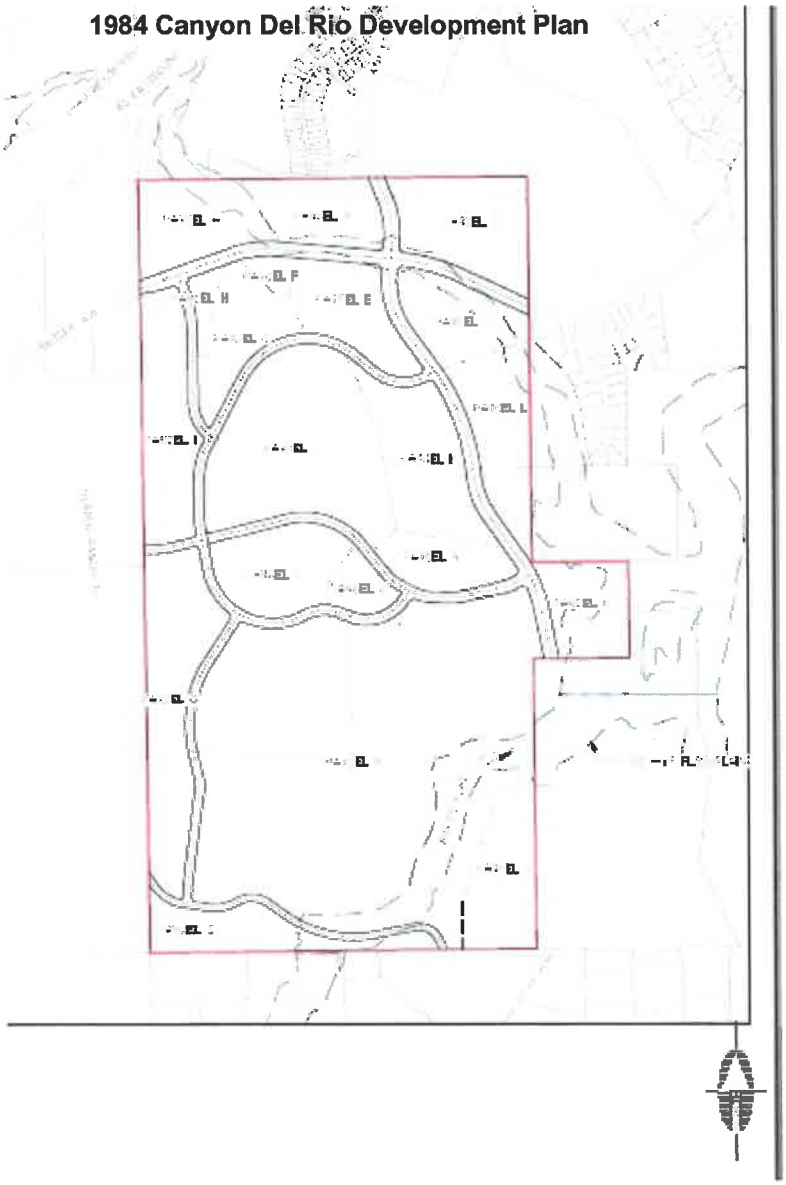
STAFF REVIEW:

Introduction/Background

Canyon del Rio is a 1,426 unit residential and 225,000 square foot commercial development. The proposed development will provide a mixture of high density, medium density and single-family residential units combined with commercial service, retail and open space land uses on 261 acres. This Concept Zoning Map Amendment is proposed for 83-acres located in the northeast corner of the site at the intersection of Butler Avenue and South Fourth Street.

Canyon del Rio, was conceived and proposed through the Arizona State Land Department (ASLD) by WL Gore & Associates in 1984 as a 316-acre mixed-use development, including single-family housing; office/research and development facilities. The development proposal depicted to the right, was called the Canyon Del Rio Development Plan and is dated May 1984.

1984 Canyon Del Rio Development Plan



Gore abandoned development of Canyon del Rio in the late 1980's, and Canyon del Rio, then owned by ASLD, remained undeveloped and inactive until 2002, when the current applicant, Canyon del Rio Investors, LLC (CDRI) purchased all of Canyon del Rio (except parcels D&L, located east of the future Fourth Street extension, which remain in ownership by ASLD) at a State auction. Between 2002 and 2008, CDRI sold Parcels A, B and C (located north of Butler Avenue), and Parcel M, (also east of the anticipated Fourth Street right-of-way) to third-party purchasers. These parcels are no longer considered part of the Canyon del Rio development.

CDRI retained the entire 'core' portion of Canyon del Rio, approximately 261 acres, which lies south of Butler Avenue and west of the anticipated Fourth Street right-of-way as depicted on the Site Plan ("CDR Core Property"). The CDR Core Property is currently undeveloped and exists today

in its natural/forested condition.

Following CDRI's acquisition of Canyon del Rio, discussions began with the City of Flagstaff relating to the 1984 Development Plan and, specifically, the land uses permitted under the zoning designations established by the 1984 Development Plan. Despite good faith efforts, CDRI and the City were unable to reach agreement and lawsuits were filed in both Coconino and Maricopa Counties. In 2008, CDRI filed suit against the City of Flagstaff in Coconino County Superior Court seeking declaratory relief, monetary damages and injunctive relief relative to the CDR property, this suit relates to the appropriate Zoning Code to be used to allow CDRI to proceed to plan and develop their property. In 2010, the City filed suit against CDRI in Maricopa County Superior Court seeking monetary damages relating to CDR property and CDRI filed counter claims. This suit relates to CDRI reimbursing the City for past improvements to Butler Avenue.

The City and CDRI were able to resolve their differences, without protracted litigation, and entered into a Settlement Agreement (as amended, "Settlement Agreement"). Pursuant to the terms of the Settlement Agreement, the City and CDRI agreed to process an amendment to the Zoning Map covering approximately 83-acres of the CDR Core Property. The balance of the CDR Core Property, approximately 179 remaining acres, will not have the zoning amended. The Settlement Agreement as approved by City Council was executed on May 13, 2013 and amended on January 29th, 2015 and outlines how the Zoning Map Amendment will be processed, allowed development density and intensity, and settlement of the two pending law suits. If the Zoning Map Amendment is approved the pending law suits will be resolved. In response to the Settlement Agreement, CDRI made application for a Concept Zoning Map Amendment in November of 2014, after several stops and starts that application has now come before the Commission.

The area to be amended and the entire CDR development are located south of Butler Avenue. The site is heavily treed and is located within the Resource Protection Overlay Zone (RPO). The site has varied topography, including many slopes and small valleys; the most significant is the Rio de Flag drainage that runs across the southeast corner of the development and continues downstream to Foxglenn Park. The proposed Fourth Street alignment that will ultimately connect Butler Avenue and John Wesley Powell Boulevard runs along the eastern boundary. An existing above ground 69 KV transmission line crosses the site in an east-west direction at the south end of CDR, outside of that area to be re-zoned.

In addition to this Concept Zoning Map Amendment case, the applicant, has also submitted a Preliminary Block Plat application. This Preliminary Block Plat will divide the property into 22 separate blocks with an internal minor collector roadway in two phases. Each block will then be either subdivided further or will be subject to the Site Plan Review process, which is anticipated for the commercial and multi-family rental uses. A draft Development Agreement has also been attached for the Commission's review. The Development Agreement will be reviewed and approved by the Council via a separate resolution.

Proposed Rezoning and Development Concept Plan

The applicant/developer, Canyon del Rio Investors, LLC. (CDRI), is requesting rezoning approval to permit 672 multi-family dwelling units on parcels J1 & J2 (HR Zone), 181 single-family attached dwelling units on parcels G, N ,O and P (MR Zone), and approximately 225,000 square feet of commercial office and retail development on parcels E1, E2, F, H, K1 and K2 (HC Zone) located on approximately 83-acres. The remaining CDR property is anticipated to be developed with single-family detached housing, except for parcel Q3 located at the southwest corner of CDR, which will be dedicated to the City for affordable housing as provided for in the both the Settlement Agreement and draft Development Agreement.

Parcels G N, O and P, a total of 27.9 acres, are proposed to be amended to the MR, Medium Density Residential zoning district and include approximately 181 single-family attached units. Townhomes are anticipated though

duplex development is allowed. Proposed density in the MR zoned properties is 7.7 units per acre. Parcels J1 and J2 are proposed to be amended to the HR, High Density Residential zoning district, a total of 3acres, and include approximately 670 multi-family residential dwelling units or 22.3 units per acre. Multi-story apartment buildings are anticipated at this location. The building height limit in the HR zone is 60-feet. Parcel E1/E2, F, H and K1/K2 are proposed to be amended to the HC, Highway Commercial zone, 25.5-acres in total, includes commercial service, retail and office uses.

This application is a Concept Zoning Map Amendment which requires the applicant to provide conceptual drawings of the development. The concept zone plan provided by CDRI shows a mix of high density, medium density and single-family residential development across the site. The attached booklet includes a community masterplan that shows potential development of the Zoning Map Amendment area as well as potential lot lay out for the rest of the CDR. The booklet further breaks out the three proposed new zones and provides concept photos or drawings for the commercial, the attached housing and the apartment buildings. Final lot layout design, actual elevations and floor plans for individual units have not yet been provided and will be worked on through the final platting of individual subdivisions and/or site plan reviews. The high-density development areas have been strategically placed in relationship to the suburban activity center located at the intersections of Butler Avenue and Fourth Street as well as buffering between the commercial uses and single-family neighborhoods.

Sheet CP2 of the concept zone plan depicts CDR's connectivity via a community trail system and Flagstaff Urban Trail System (FUTS) trail running east/west across the property. Open space has also been provided an is shown on the concept zone plan connecting with the individual blocks and trails. A large open space tract, the Rio de Flag channel, traverses the south eastern portion of the property which provides a portion of the FUTS and serves as a drainage feature for the property.

The applicants have proposed through the Settlement Agreement (paragraph "h") and the draft Development Agreement (paragraph 4.7.a) (both attached), which say the CDRI will donate parcel Q3, located at the southwest corner of the development to the City for affordable housing and will supply water, sewer and roadway infrastructure at the same time as parcel R-4 is developed. Parcel Q-3 is recognized as having density equal to approximately 5% (80 units) of the total units within CDR. Future developments wishing to provide additional affordable housing will be given 5% credit toward the 10% threshold needed to qualify for affordable housing incentives allowed by the Zoning Code

General Plan/*Flagstaff Regional Plan (FRP 2030)*

Staff has identified Regional Plan Goals and Policies that could be applied to support or not support the proposed Block Plat and Zoning Map Amendment. These goals and policies are in the applicant's narrative. The following is a discussion of how the project meets or conflicts with goals and policies in each chapter. The City's Settlement Agreement with Canon del Rio's developer states that "the parties concur the Zoning Application is in conformance with the Current Regional Plan [Flagstaff Regional Plan 2030]." The following analysis supports this portion of the Settlement Agreement through the consideration of supporting and conflicting policies.

Environmental Planning & Conservation and Open Space
In accordance with the goals and policies of this section the subject property is included within the Resource Protection Overlay (RPO) zone. A Natural Resource Protection Plan has been provided in conjunction with the application that preserves 54 acres to meet the required floodplain and open space protections on this site. Tract B, a total of 15.63 acres, will be dedicated to the City while the rest of the open space will be located within the neighborhood village and ownership will be retained by the Homeowners Association (HOA). The Canon del Rio development is also setting up a "Resource Bank" to allocate the required forest protections between the different parcels. The project will also lead to the construction of "Net Zero Ready" single family homes that are 40 to 50% more energy efficient than conventional building standards. Introducing a new sustainability option to the City.

Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)
As shown on Map 21 of the Regional Plan, the property is located within the Urban Growth Boundary. A Water and Sewer Impact Analysis and Drainage Analysis was completed for the project. The conclusions and requirements of these analyses are addressed in the Public Systems Impact Analysis section of this report. These analyses adequately address the goals and policies of this chapter. The existing Rio de Flag channel will also be preserved through this site in compliance with the goals and policies of this section.

Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)
The project will establish a Design Review Policy to maintain materials and construction methods consistent with the Flagstaff Regional Plan. Buildings will be subject to the City's architectural design regulations and the attached Sustainable Family Living Design Book, which shows the conceptual site and architectural designs.

Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)
This project is located within a Suburban Regional Activity Center (S18 – Butler Avenue and Fourth Street at the corner of Butler Avenue and Fourth Street). The density and intensity of this development will transition from higher density at the core of the activity center to lower density suburban neighborhood moving south away from the core. This pattern of development is in compliance with the Regional Plan's Future Growth Illustration (Maps 21 and 22). The Suburban Regional Activity Center was upgraded as part of the High Occupancy Housing Plan to allow for more density and intensity at this location for several reasons:

A) The Butler corridor will have improved transportation access with the widening of the Fourth Street bridges over I-40.
B) Increasing the density and mix of uses on this corridor will help fill in the central Flagstaff development pattern, which will make transit more sustainable, decrease carbon emissions, and create the first full service regional activity center south of I-40,
C) The development of the east Butler corridor and Ponderosa Parkway area has the least impact on low income neighborhoods compared to other opportunities for infill and redevelopment.
D) Base land prices in this corridor will allow for more affordable market rate housing than west side development to better support the City's workforce housing needs.
E) Existing utility infrastructure can support denser and more intense development.

CDR's proposed development pattern will permit a mix of office and retail uses along the Butler Avenue and South Fourth Street with high density housing behind the commercial. This horizontal mixed-use pattern is most appropriate in Suburban Activity Centers. The proposed pattern of development is in compliance with the goals and policies of the Regional Plan concerning mix of land uses, variety of housing types, the creation of a new mixed-use neighborhood in an appropriate location, increased density and mix of housing types within activity centers, concentrating commercial activities within the commercial core, increasing housing options and opportunities for neighborhood and regional shopping, and designing appropriately to the context of the activity center. The Design policy proposed will also ensure consistency of a contextual and distinctive identity for this new neighborhood and the creation of public spaces and plazas within the development.

The proposal does not anticipate vertical mixed-use, which would conflict with Regional Plan policy LU.13.5, which encourages one floor of apartments or office above retail in suburban activity centers. If vertical mixed-use is not feasible at this location, the site design of commercial buildings that are at-grade with the commercial corridor will need to have architecture that simulates a 2-story building in order to support a feeling of enclosure that has been shown to make activity centers more comfortable to walk in.

When the City staff was working on the High Occupancy Housing Plan, one of the findings was that the

concentration of housing and business attractions on the east and west side of the City had a noticeable gap between Switzer Canyon and 4th Street. This gap makes the City's transit system less efficient and makes overall trip distances longer. Both patterns are barriers to reaching the City's climate change and sustainability objectives. The corridors from 4th Street and Butler to Ponderosa Parkway and Route 66 needs more mixed-use development with walkable connections between them. The concentration of office and commercial uses in Canon del Rio along Butler Ave combined with the more pedestrian friendly design of the Butler corridor transportation improvements will help create a transition between the Regional Urban Activity Center at Little America, which should be the strongest attractor because of its interstate access, and the suburban neighborhoods to the south and east. This group of activity centers includes employment uses between the railroad and the interstate along Butler Ave. and Huntington Ave. and would scale down to lower intensity commercial at the tail ends. The pattern will make the bus routes on this corridor more efficient and create walkable centers for daily needs in the Suburban activity centers with some regional attractions. This overall will create shorter trip lengths and more opportunities for walking and biking.

Transportation
Canon del Rio will complete a significant stretch of JW Powell Boulevard and will create a future connection to the southwest for Harold Ranch Road. These are important future arterials and collectors for the community and are consistent with Map 25 Road Network Illustration of the Flagstaff Regional Plan. All the local roads, collectors and arterials will be constructed as complete streets with sidewalks and bike lanes and the open space will provide a high quality FUTS trail similar to Sinclair Wash.

The application for this project preceded the High Occupancy Housing Plan's effective date and therefore the connectivity characteristics of roads recommended in that plan could not be required. However, the developer was able to create additional FUTS and sidewalk connections to improve the implementation of the Regional Plans goals for walkability and bicycle and pedestrian connectivity.

The future streets in the neighborhood make room for bus service but do not include any specific bus treatments at this time because NAIPTA has not decided to serve this community due to concerns that the overall density of the JW Powell area may not support enough people in proximity to the roadway to support a higher frequency transit option. NAIPTA has only promised service along Fourth Street north of Canyon del Rio and along Butler Avenue at this time but will continue to consider the opportunities in the JW Powell Public Infrastructure and Facilities Specific Plan as it moves forward.

Cost of Development
This chapter primarily addresses new development paying its fair share of public facilities, services, and infrastructure. Impact analyses helps to determine the specific proportional share of required improvements for each development. A review of the impact analyses for this project and the mitigation required is discussed in the Public Systems Impact Analysis section of this report.

Neighborhoods, Housing, and Urban Conservation
The Canyon del Rio project meets many of the goals and policies for new neighborhoods in the Regional Plan. It incorporates both open space and density into the neighborhood character. It also incorporates innovative green practices into housing construction and provides a mix of housing types.

PUBLIC SYSTEMS IMPACT ANALYSIS

The systems analysis included in this report address traffic through a traffic impact analysis (TIA), water and sewer through a water and sewer impact analysis (WSIA) and stormwater through a drainage impact analysis (DIA).

Traffic/Access Impact

The Canyon Del Rio Transportation Impact Analysis (TIA) included six (6) existing intersections, and seven (7) new intersections within and along the edge of the proposed development. The study area covered Butler Avenue from I-40 to Fourth Street, Fourth Street from Huntington Drive to south of Butler Avenue along the development site, and the internal Canyon Del Rio roadway system. Traffic expected from nearby yet to be developed parcels was included as future background traffic in the analysis. Analyses were conducted for assumed development levels at years 2026 (Phases I & II) and 2030 (full build-out). Phases I & II include all except four (4) retail parcels at the northeast edge of the site and three (3) relatively small residential parcels at the south edge.

The project proposes several access points to the current and future street system. Canyon Del Rio will build the west portion of Fourth Street south of Butler Avenue, and the south portion of Butler Avenue west of Fourth Street, adjacent to the site. Internal collector streets will provide access to and from Butler Avenue, Fourth Street and Herold Ranch Road, a portion of which goes through the very south end of the site. These will be minor collector streets with one vehicle lane and one bike lane in each direction with a center turn lane. Canyon Drive will be an east/west street crossing the entire site at about its midpoint. Mountain View Drive, along with the easternmost section of Canyon Drive will form a loop through the northern two-thirds of the site that intersects with Fourth Street in two locations south of Butler Avenue. Peak Point Road will connect this loop road to Butler Avenue in the northwest corner of the site, and South Ridge Road will connect the loop to Herold Ranch Road in the southwest section of the site. Herold Ranch Road crosses most of the site near its southern edge. West of Mountain View Drive, Canyon Drive will have a residential local "wide" cross section planned to connect to a future development on the Little America site, which is immediately west of Canyon Del Rio. The location of the Butler Avenue and Peak Point Road intersection is being coordinated with the property on the north side of Butler Avenue to provide access for Canyon Del Rio and a future development north of Butler Avenue. This intersection will initially be stop controlled for northbound traffic but will need to be signalized or converted to a roundabout to ultimately accommodate Canyon Del Rio traffic.

Adjacent to the Canyon Del Rio site, both Butler Avenue and Fourth Street are designated minor arterials. Butler Avenue currently has one lane in each direction, and Fourth Street is graded dirt/gravel. Fourth Street is planned to ultimately connect with John Wesley Powell Boulevard to the southwest. Canyon Del Rio is responsible for improvements on the south side of Butler Avenue and the west side of Fourth Street adjacent to the project. In addition, the analysis indicated the following off-site improvements are needed to mitigate the project's traffic impacts in the nearby area.

Off-site improvements needed for 2026 (Phases I & II) impacts:

- Fourth Street and Sparrow Avenue northbound - a through lane and a through/right turn lane
- Fourth Street and Soliere Avenue northbound - two through lanes and one exclusive right turn lane
- Butler Avenue and I-40 Eastbound Ramp westbound - two through lanes and one exclusive right turn lane
- Butler Avenue and I-40 Westbound Ramp southbound - an additional left turn lane

The study recommends the following off-site improvements to accommodate the combination of background growth and Canyon del Rio traffic by 2030 (build-out):

- Fourth Street and Soliere Avenue westbound, a westbound right turn signal to display at the same time as the southbound left turn signal
- Butler Avenue and I-40 Eastbound Ramp
    - Westbound through and shared through/right turn lane
    - Northbound left turn, right turn, and left/through/right lane
    - Eastbound second left turn lane

- Butler Avenue and I-40 Westbound Ramp
    - Westbound second left turn lane
    - Southbound right turn and left/through/right lane
    - Eastbound exclusive right turn lane

The impact analysis assumed some area improvements would be made independently from Canyon Del Rio based upon the growth of background (non-Canyon Del Rio) traffic. For the two time points analyzed, it applied all the background traffic growth first and determined what improvements would be needed. It then applied the Canyon Del Rio traffic and analyzed what additional improvements would be needed to accommodate total traffic and attributed those improvements to Canyon Del Rio. This is a necessary simplification to make conducting the analysis practical. However, both background growth and Canyon Del Rio occupancy will proceed continuously over time, not in discreet steps. Precise determination of which improvements are needed at exactly what time and what portion is due to background traffic growth and how much is specifically due to Canyon Del Rio would be very difficult and cumbersome. Assumptions would need to be made about the rate at which Canyon Del Rio is occupied, and numerous iterative scenarios would need to be analyzed. The results for any given point in time would vary based on the assumptions made about project occupancy.

Further complicating the determination of Canyon Del Rio's fair share of area improvements is that other projects are planned for the area:

- Raising the intersection of Butler Avenue and Fourth Street and drainage improvements (near term)
- Replacing the bridges and widening Fourth Street over I-40 (near term)
- Improving the Butler Avenue and I-40 interchange by Arizona Department of Transportation (ADOT) (longer term)
- Potential development along the north side of Butler Avenue west of Fourth Street (unknown term)

The timing of the first two projects and Canyon Del Rio does create the opportunity to combine projects, increasing efficiency and reducing the impact multiple construction projects would have on the public.

Recognizing all these factors and the stipulations of the Settlement Agreement, the City and the developer reviewed the needs identified in the impact analysis and other planned projects in the area and agreed on the following with respect to Canyon Del Rio's obligation for area improvements.

Ref	Project	CDRI's Obligation
1	Butler Avenue Half Street	$698,295
2	Fourth Street SB Dual Right	$21,927
3	Offsite Butler Avenue - Little A to CDR	$219,893
4	Butler / Fourth Signal	$123,391
5	Butler and Fourth EB Dual Left	$38,092
6	Butler and Fourth WB Left	$35,541
7	Butler Left Turn Lane at Peak Point	$60,177
8	Fourth Street South Half Street	$211,527
9	Fourth Street NB Left Turn Lane	$62,600
10	Fourth Street NB intersection transition	$42,175
11	Butler / Peak Point Signal	$250,000
12	Butler and I-40 Interchange Improvements	$698,112
	Total	$2,461,730

Water, Wastewater and Reclaim Impact

The Water, Wastewater, and Reclaim Water Impact Analysis was prepared by the City of Flagstaff Utilities Department. The analysis is based on the demands generated by Canyon del Rio. A summary of the analysis is provided with this report.

Water

Secondary Water Source

The proposed development falls within COF pressure Zone B with elevation limits as high as 6,892 feet. The nearest adequate source of Zone B water is in Butler Avenue along the north property line of this development. Where an existing 24" diameter ductile iron water main is located. Currently there is no "second source" waterline that supplies the water main located under Butler Avenue. Additional development (CDR) triggers the need for the secondary source. The nearest second source of water is a 12" water main located at the commercial development on the north side of Interstate 40 across from the Flagstaff Christ Church located off Soliere Avenue.

The secondary feed improvement is currently proposed to include boring under I-40, turn west and run under Soliere Avenue to Fourth Street, turn south to Butler Avenue and the existing water main. Canyon del Rio's share of the cost for this improvement is roughly $1.3 million dollars. The City Water Services department has agreed to pay for an upsize of the main beyond that required by CDR development. At the time the City accepts a proportional share Cash-in-Lieu payment for the waterline, it is agreed that the City will begin working diligently to program the capital project, so it is completed as soon as possible, before the first occupancy is needed.

The City is anticipating coordinating the construction of the I-40 at Fourth Street Bridges, improvements to Fourth Street between I-40 and Butler Avenue, elevate the Butler Avenue and Fourth Street intersection (± 6-feet) and scheduled improvements to the Butler Avenue corridor in conjunction with the secondary water line upgrade. A synopsis of CDR's financial participation in those improvements are in the graph located in the traffic section above.

New Well Site(s)

CDR is proving the City access for exploration and development of up to two well sites and their delivery infrastructure (see paragraph 4.10(a) of the DA) on the Canyon del Rio property. Once the well sites have been identified, CDR will dedicate the site(s) to the City

Proposed On-site Waterline Extensions

The developer is required, by the City, to provide a looped water system for the proposed development. The developer has provided the City with a preliminary layout for their site. The water distribution system shall consist of a 12" diameter water main extending from Butler Avenue along Peak Point Road, through the main roadway loop within the development and along the south and west portions of the development connecting to the proposed 20" diameter water main extending south from Butler Avenue in the Fourth Street Right-of-Way. Details regarding water supply system and location are addressed in the Preliminary Block Plat accompanying this application.

Water Storage

CDR is responsible for providing 428,000 gallons of water storage to satisfy its water storage obligations (paragraph 4.10(b) of the DA). CDR will satisfy its storage obligation with a partially reimbursable cash in lieu of construction payment to the City. At the time of its 400th residential or commercial equivalent building permit, CDRI shall provide to the City a partially reimbursable in lieu of construction payment in the amount of $667,943 for construction of a 1,000,000-gallon storage tank to be located at a City designated site to be determined.

Reclaim Water

Canyon del Rio does not propose any improvements to the City's reclaim water system. As noted in the Public Water and Sewer Impact Analysis "The developer and their representatives did not submit any reclaim water demand or usage. The City of Flagstaff does not anticipate providing reclaimed water to this development."

Wastewater

The nearest sewer that allows for gravity flow for this site is in the Rio de Flag wash, which crosses the proposed development. The existing sewer line is a 42-inch diameter interceptor line that flows easterly to the Wildcat treatment plan where treatment capacity is available. Sewer mains, internal to the development, will be provided by the developers and are more specifically discussed in the block plat application accompanying this rezoning.

Stormwater Analysis

The project's overarching drainage concept is to provide peak flow stormwater discharge mitigation, stormwater runoff volume mitigation and improvement to the water quality of site discharges. Development of the site will meet the peak flow mitigation, total volume mitigation and water quality requirements using surface water storage systems or extended detention basins (EDB), which will be designed with detention and a retention storage capacity as well as filtration components. The project is providing on-site volume mitigation as determined by the Drainage Impact Analysis in order to provide a no rise scenario of Lake Continental. The total volume of stormwater runoff discharged from the site will be mitigated by the retention volume provided within extended detention basins. Water quality improvements consisting of sediment capture features will be incorporated with the use of Low Impact Development (LID) Integrated Management Practices (IMPs) including sediment traps at inlets to any surface storage systems, and filtration system located within the EBDs.

The project will provide the attenuation required to reduce the post development peak runoff to the pre-development rates for the 10-year and 100-year storms. Per the approved Drainage Impact Analysis (DIA), the developer shall mitigate the identified downstream impacts. The DIA identified the required on-site mitigation strategies which are to be provided. Each phase of development shall mitigate their fair proportionate share of runoff volume impact identified in the DIA. Each phase of development shall also mitigate proportional peak flow impacts per Stormwater phasing requirements. Based on the proposed site mitigation measures, the project will not have any additional impacts to the downstream drainage conditions.

The Rio de Flag floodplain area within the property is proposed to be dedicated to the City of Flagstaff. No private stormwater mitigation facilities will be located within the dedication area. Mitigation facilities will be located primarily in tracts dedicated for drainage.

Parks, Open Space, Pedestrian and Bicycle

Canyon del Rio is located .53 miles via Butler Avenue from the Foxglenn Community Park, and slightly more using the Rio de Flag FUTS system. Foxglenn Park is 28 acres in size and include standard community park facilities. Internal to the development, 55.8-acres, or 21% of the site has been identified for open space, trails or drainage. Sheet CP2 of the concept Zoning Plan shows areas anticipated to be uses as open space and trails. The block plat identifies the areas that will be dedicated (tracts B and C) to the City and the areas that will be the responsibility of the development. The developer proposes to place a conservation easement over tract B (the Rio de Flag channel) in conjunction with the dedication to the City.

Additionally, each of the parcels will be required to meet the open space and civic space requirements associated with the proposed development. Commercial developments more than 20,000 square feet in size and residential developments of more than 50-units are required to provide 5% of the site's area for open/civic space.

Several existing FUTS Trails will be impacted by the Canyon del Rio development. Several years ago, the State Land Department granted a temporary FUTS Easement across the development, an extension of the Foxglenn trail was built across Canyon del Rio to its border with the Little America Property and Herold Ranch Road. Eventually this trail will cross Little American and connect with the Arizona Trail, south of I-40. That Trail has fallen in to disrepair since the easement expired. Canyon del Rio has, as part of providing internal pedestrian connections, plans to reconstruct the trail. Additionally, the Rio Trail runs from Foxglenn Park southward following the Rio de Flag drainage where it crosses Canyon del Rio and intercepts Herold Ranch Road. This trail will ultimately continue along the Rio drainage accessing the Flagstaff Loop Trail. This portion of trail inside he development and the Rio de Flag drainage will be donated to the City.

Internal pedestrian trails that connect the proposed parcels and future developments and the FUTS alignments have been identified and can also be reviewed on sheet CP2 of the Concept Zoning Plan. These trails will be constructed as each parcel develops.

Other Requirements

Resources

The applicant has provided resource and site capacity calculations of existing resources found on the property to be disturbed and protected as a part of the development. Based on the preliminary disturbance calculations, it appears that the minimum protection threshold requirements are being met.

The Zoning Code protection factors for resources in the HR, High Density Residential, MR, Medium Density Residential and R1, Single-Family Residential districts are as follows:

70% of moderate slopes (17-24.9%)
80% of steep slopes (25%-34.99%), and
50% of forest canopy

In the commercial zones HC Highway Commercial, the protection factors are:

60% of moderate slopes (17-24.9%)
80% of steep slopes (25%-34.99%), and
30% of forest canopy

The entire Canyon del Rio development (262-acres) contains approximately 205.64 acres of forest canopy and approximately 6.85 acres of 25% and greater slope resource, and approximately 20.46 acres of 17-25% slope resource. Paragraph 4.12, Resource, Open Space and Easement Requirements of the Development Agreement, discusses the resources and allows the developer to create two "resource banks", one for the residential properties and one for the commercial properties. These banks will allow the application of extra resources from one parcel to another parcel when extra resources are available. Staff has included a recommended condition that a document describing how the resource banks will be administered, be provided by the developer, prior to approval of the first subdivision plat or site plan approved for a parcel.

A detailed analysis of resources will be required with the preliminary plat/site plan submittal to the Internal Division Staff, provided the rezoning case is successfully concluded.

Affordable Housing

Recognizing that affordable housing is a priority planning consideration for the Planning and Zoning Commission and the City Council, the developer has agreed through the Settlement Agreement and the draft Development Agreement to donate parcel Q3, located at the southwest corner of Canyon del Rio to the City for use as affordable housing.

Paragraph 4.7 of the attached draft Development Agreement provides that 45-days after the recording of the final block plat CDRI will convey to the City parcel Q3 by special warranty deed. The proposed density for parcel Q3 is 80-units, roughly 5% of the development's density. Through the settlement agreement and reflected in the DA, the City agreed that future developers that want to take advantage of affordable housing incentives can receive a 5% credit towards the 10% affordable housing require for incentives in recognition of the dedication of parcel Q3.

Canyon del Rio has agreed to provide limited infrastructure improvements including roadway pavement, sewer and water mains to parcel Q3 as part for the second phase of development. Those improvements are triggered with the development of parcel R4, the largest parcel in second phase is platted. Neither parcel Q3 or R4 are directly affected by the proposed zoning map amendment.

Schools

The City of Flagstaff has received a letter from Flagstaff Unified School District that indicates that the Canyon del Rio development is approved as proposed and no school improvements are needed. The Arizona State legislature does not currently enable units of local government to assess school impact mitigation through development processes.

Public Participation

As mentioned, earlier in this report, the Canyon del Rio Concept Zoning Map Amendment application has been ongoing for a number of years. Attached to this report are two Citizen Participation reports. The first is for a neighborhood meeting held on August 28, 2013 (report dated December 20, 2013) and the second is for a series of meetings held more recently on July 26 and 28th, 2018, which focused on the current application. The earlier report includes a synopsis of the public comments received at the meeting. The 2018 report also includes minutes from the meeting and summary of the comments the applicant received at the meeting. Staff has also attached to this report comments received from the public regarding this development request.

Additional Information

Vegetative Management

The Flagstaff Fire Department has notified CDRI that a Vegetation Management plan and execution of the plan is required prior to combustible materials are brought onto the Canyon del Rio site. Attached for the Commissions review is a letter from Jerolyn Byrne, Wildland Firewise Specialist outlining the requirements for a Vegetation Management Plan.

Arizona Leather Flower

Attached to this report are several communications from residents responding to the initial neighborhood meeting. These e-mails focus on the Arizona Leather Flower, which maintains a protected plant species status and is subject to regulation by the Arizona Department of Agriculture. The Department of Agriculture recognized private property owner rights and address them as follows:

Protected Arizona Native Plants

Nowhere in the United States are there more rare and unusual native plants than in Arizona. Most of them are many years old and cannot be replaced. Many people desire to use these "wonders of nature" in their landscaping. However, most of these plants are protected by law. Also, all land in the State of Arizona belongs to someone, whether it be a government agency or a private citizen. Plants cannot be removed from any lands without permission of the owner and a permit from the Department of Agriculture. Lessees of State or federal land must obtain specific authorization from the landlord agency to remove protected native plants.

Landowners' Rights

Landowners have the right to destroy or remove plants growing on their land, but 20 to 60 days prior to the destruction of any protected native plants, landowners are required to notify the Department. The landowner also has the right to sell or give away any plant growing on the land. However, protected native plants may not be legally possessed, taken or transported from the growing site without a permit from the Arizona Department of Agriculture. Individually owned residential property of 10 acres or less where initial construction has already occurred is exempt from notification before destruction. (See A.R.S. 3-904 H.)

Staff has crafted a condition of approval that requires the developer to obtain any required permits from the Department of Agriculture prior to removal or destruction of protected plants on the Canyon del Rio site.

RECOMMENDATION:

In accordance with the findings presented in this report, staff recommends approval of PZ 18-00113-01 subject to the following conditions:

1. That the subject property be developed according to the Concept Zone Plan of Canyon del Rio as presented with the rezoning request.

2. That all other requirements of the Flagstaff Zoning Code and other City codes, ordinances and regulations apply to the Canyon del Rio development.

3. The developer shall grant permanent public pedestrian easements on the trails within the development of Canyon del Rio.

4. That all terms, condition and restrictions detailed within the "Canyon del Rio" Development Agreement are fully satisfied.

5. That a Vegetative Management PLAN meeting the Flagstaff Fire Departments approval be process and the work completed before combustible materials be brought onto Canyon del Rio.

6. All single-family attached and detached homes within Canyon-del Rio will comply with the "Net Zero Ready" design that provides energy efficient homes.

7. The developer will create a Design Review Policy document that sets minimum exterior structure appearance, materials and design consistent with the City's Architectural Design Standards, section 10-50.20 of the Zoning Code prior to the first subdivision plat or site plan review.

8. In conjunction with Regional Plan policy LU.13.5. If vertical mixed use is not feasible, the site design of commercial buildings that are at-grade with the commercial corridor (Butler Avenue and/or South Fourth Street) will need to have architecture that mimics a 2-story building in order to support a feeling of enclosure that has been shown to make activity centers more comfortable to walk in.

9. The Lot Coverage/Building information chart on the Concept Zone Plan of Canyon Del Rio and Exhibit "D", Density Chart of the Development Agreement for Canyon del Rio set target densities and intensities for parcels within Canyon del Rio.

10. All private roads shall remain open to the public and shall never be gated.

11. Development in the Canyon del Rio Property be proceeded by permit from the Arizona Department of Agriculture for removal/destruction of a protected plant species.

12. The developer (CDRI) provide to the City a document that describes how the "resource banks" will be administered and excess resources will be distributed to other sites and how the transferred resources will be permanently protected. The document will be provided to the City in conjunction with the first preliminary plat or site plan review proposed for a parcel in Canyon del Rio.

Attachments:

- Application
- Location Map; Existing Zoning Exhibit; Exhibit with Rezone Boundary
- Narrative w/ plan analysis
- Concept Zoning Plan
- Canyon del Rio Sustainable Family Living Plan
- Settlement Agreement
- Draft Development Agreement
- Public participation Plans and Correspondence
- Fire Department Letter from Jerolyn Byrne
- Arizona Leather Flower correspondence

CONDITIONS:

1. That the subject property be developed according to the Concept Zone Plan of Canyon del Rio as presented with the rezoning request.

2. That all other requirements of the Flagstaff Zoning Code and other City codes, ordinances and regulations apply to the Canyon del Rio development.

3. The developer shall grant permanent public pedestrian easements on the trails within the development of Canyon del Rio.

4. That all terms, conditions and restrictions detailed in the "Canyon del Rio" Development Agreement, which was entered into between the City of Flagstaff and the Applicant, and approved by the City Council through Resolution No. 2019-20 on June 4, 2019, are fully satisfied.

5. That a Vegetative Management plan meeting the Flagstaff Fire Department's approval be processed and the work completed before combustible materials be brought onto Canyon del Rio.

6. All single-family attached and detached homes within Canyon del Rio will comply with the "Net Zero Ready" design that provides energy efficient homes.

7. The developer will create a Design Review Policy document that sets minimum exterior structure appearance, materials and design consistent with the City's Architectural Design Standards, section 10-50.20 of the Zoning Code, prior to the first subdivision plat or site plan review.

8. In conjunction with Regional Plan policy LU.13.5., if vertical mixed use is not feasible, the site design of commercial buildings that are at-grade with the commercial corridor (Butler Avenue and/or South Fourth Street) will need to have architecture that mimics a 2-story building in order to support a feeling of enclosure that has been shown to make activity centers more comfortable to walk in.

9. The Lot Coverage/Building information chart on the Concept Zone Plan of Canyon Del Rio and Exhibit "D", Density Chart, to the Development Agreement for Canyon del Rio must set target densities and intensities for parcels within Canyon del Rio as approved by staff.

10. All private roads shall remain open to the public and shall never be gated.

11. Development of the Property shall not commence until Applicant obtains a permit from the Arizona Department of Agriculture for removal/destruction of any protected plan species on the Property.

12. The Applicant provide to the City a document that describes how the "resource banks" will be administered and excess resources will be distributed to other sites and how the transferred resources will be permanently protected. The document will be provided to the City in conjunction with the first preliminary plat or site plan review proposed for a parcel in Canyon del Rio.

Findings for Reviewing Proposed Zoning Map Amendments and Text Amendments:

Section 10-20.50.040F of the Zoning Code defines the findings for Zoning Map Amendment that the Planning and Zoning Commission may formulate their recommendation to the City Council. Staff provides the following summary of the findings for the Commission's reference.

Finding

1) Consistency and conformance with the General Plan:
    a. The designations of commercial corridor for 4th Street and Butler (Regional Plan Map 25) and Regional Suburban Activity Center (S18 on Maps 21 and 22) are met by the designation of Highway Commercial along these corridors.
    b. The Activity Center's multifamily housing (HR and MR zones) provides horizontal mixed use at 14 DU/AC, which is the minimum density for plan conformance in a Regional Suburban Activity Center.
    c. According to the High Occupancy Housing Plan (adopted in 2018), this activity center had some of the highest readiness and potential for high density housing based on utilities and transportation infrastructure.
    d. The High Occupancy Housing Plan also identified this Activity Center as one with the least impact on historically low-income neighborhoods such as Southside and Sunnyside, compared to other opportunities for infill and redevelopment.
    e. This development supports the completion of a key arterial connection for the Flagstaff Region when JW Powell Boulevard is complete and connected to I-17. It also supports the completion of FUTS trails and complete sidewalk connections throughout the area and surrounding neighborhoods.
    f. The designation of 58 acres of public open space addresses Regional Plan Goals for Environmental Planning & Conservation and Open Space and Water Resources, because of the extensive floodway and wildlife corridors that will be protected.
    g. The contributions of land and incentives for developers of blocks within the development to provide affordable housing along with the infill and equity benefits of the proposal conform to the Neighborhoods, Housing, and Urban Conservation goals of the Regional Plan.
2) Community Benefits
    a. Canon del Rio Investors are donating parcel Q3 to the City for the future development of affordable housing. They are also providing, through the settlement agreement, the opportunity for housing developers to receive an incentive for providing affordable housing in any block within the development. Affordable housing is one of the most pressing issues locally and nationally. Flagstaff is continually working to bring new affordable housing to market and this contribution to addressing the issue will be a significant community benefit.

b. Creating a higher density and mixed-use environment for Activity Center S18, which is along the Mountain Line Permanent Transit Network and creates infill housing between Downtown and the east side of Flagstaff, will have a …."

   Higher density development, which create more places for people to live, shop, eat, and work within a smaller place, results in more destinations in a smaller place. This leads to fewer vehicle miles traveled between destinations, and lower greenhouse gas emissions resulting from daily travel around Flagstaff (Final Documentation Summary of Support Activities for the Flagstaff Regional Plan Update, 2013). As transportation is Flagstaff's largest source of greenhouse gas emissions, reducing the miles Flagstaff residents travel and associated emissions is critical to meeting the goals of the Flagstaff Climate Action and Adaptation Plan (Transportation and Land Use Goal 1: Reduce greenhouse gas emissions from vehicle use and Transportation and Land Use Strategy 1: Advance land use planning that minimizes the distance people have to travel by car and that increases community resiliency).

   The vision statement of the Transportation and Land Use section of the Climate Action and Adaptation Plan is to create 'an environment where residents and visitors can easily choose to use active transportation, buses and shared rides, reducing vehicle miles traveled and greenhouse gas emissions from transportation.' Achieving this vision of multiple easy and healthy transportation choices for Flagstaff residents is only possible by supporting the pattern of development promoted in the Flagstaff Regional Plan, which shifts land uses away from low density suburban development in strategic locations. Higher-density and mixed-use environments also promote resiliency: vulnerable populations, like older adults and those without access to a personal vehicle, can more easily thrive in dense, mixed use environments that support walkability and services within close proximity. Higher-density environments are inherently more walkable environments, exemplified by Flagstaff's historic downtown. Higher-density environments have been shown to increase social connections and public health among residents.

c. Implementing the development patterns envisioned in the regional plan is also estimated to reduce total water demand by 1.2 million gallons and regionwide fuel consumption by 11,000 gallons per year (city wide) as compared to a low-density development Flagstaff (Final Documentation Summary of Support Activities for the Flagstaff Regional Plan Update, 2013). Incremental decisions like Canon del Rio are opportunities to reduce the environmental impact of the entire community, when they increase the density and intensity of uses in accordance with Flagstaff's Regional Plan and Climate Action and Adaptation Plan**.**

Canon del Rio will contribute its fair and roughly proportional share of infrastructure costs for transportation, water delivery and water storage. The total contribution will be $4.4 million.

Canon del Rio will protect 58.7 acres of public open space which overlaps with several significant natural resources identified in the Regional Plan, including rural floodplain and floodway, wildlife corridors, sensitive plant species habitat, prairie dog colonies and larger diameter trees. The area to be preserved has one of the highest concentrations of natural resources on undeveloped private land in the Flagstaff Region.

3) The Site is Physically Suitable in terms of:
   a) Public and emergency service: Adequate transportation infrastructure is ensured through the subdivision platting process and includes frontage improvements to Butler Avenue and Fourth Street and of-site improvements to the Butler Avenue Corridor and the I-40 interchange. On-site improvements include public streets, utility improvements and open space dedications.
   b) Utilities: Potable water, sewer and franchise utilities have been evaluated and specific requirements for systems upgrades have been identified. A second source water line, Zone B water storage and new well sites have been addressed. On Site sewer connections will be provided; provisions for these improvements and private utility improvements have been addressed by the developer.
   c) Schools: Flagstaff Unified School District has responded and does not ask for any additional improvements at Canyon del Rio.
   d) Solid Waste: The City's Public Works Department has the capability to provide solid waste removal services and capacity to accept that waste at the Flagstaff Landfill.

The proposed zoning districts are in compliance with the Regional Plan designations and the proposed land uses are in conformance with the proposed zoning designations. It is not anticipated that this proposal will result in land uses that will jeopardize or constitute a hazard(s) to this site, the neighborhood or the community.

PROJECT NARRATIVE
for
CANYON DEL RIO
ZONING MAP AMENDMENT

83 Net Acres Located at Butler Avenue and Fourth Street
Flagstaff, Arizona

Prepared by:
RAC Partners L.L.C.
3605 South Flagstaff Ranch Road
Flagstaff, Arizona 86005

Prepared for:
Canyon del Rio Investors, LLC

Date: February 27, 2019

PROJECT NARRATIVE

1. BACKGROUND & HISTORY.

Canyon del Rio, located generally southwest of the intersection of Butler Avenue and Fourth Street, was originally conceived and zoned by WL Gore & Associates ("Gore") in 1984 as a **[316]** acre mixed use development, with primary zoning designations allocated between: (i) single family housing; and (ii) office/research and development facilities ("1984 Plan"). A Site Plan depicting Canyon del Rio's original configuration accompanies this Narrative as **Exhibit A** ("Site Plan"). Parcel references in this Narrative will relate to the Site Plan.

Gore abandoned development of Canyon del Rio in the late 1980's, and Canyon del Rio, then owned by the State of Arizona ("State"), remained undeveloped and inactive until 2002, when the current applicant, Canyon del Rio Investors, LLC ("CDRI") purchased substantially all of Canyon del Rio from the State at auction.[1] Between 2002 and 2008, CDRI sold Parcels A, B and C (which lie north of Butler Avenue), and Parcel M, which lies east of the anticipated Fourth Street right-of-way, to third-party purchasers.

CDRI retained the entire 'core' portion of Canyon del Rio, approximately **[262]** acres, which lies south of Butler Avenue and west of the anticipated Fourth Street right-of-way as depicted on the Site Plan ("CDR Core Property"). The CDR Core Property is currently undeveloped, and aside from dirt roads and paths (which include the anticipated Fourth Street and Harold Ranch Road rights-of-way), the CDR Core Property exists today in its natural/forested condition.

Following CDRI's acquisition of Canyon del Rio, CDRI began discussions with the City of Flagstaff ("City") relating to the 1984 Plan and, specifically, the land uses permitted under the zoning designations established by the 1984 Plan. Despite good faith efforts, CDRI and the City were unable to reach agreement and lawsuits were filed in both Coconino and Maricopa Counties (collectively, "CDR Litigation"). In 2013, the City and CDRI were able to resolve their differences, without protracted litigation, and entered into a Settlement Agreement (as amended, "Settlement Agreement").

Pursuant to the terms of the Settlement Agreement, the City and CDRI agreed to amend the Zoning Map covering approximately **[83]** acres of the CDR Core Property (collectively, "Rezone Parcels")[2] in the manner described in the pending Application for Zoning Map Amendment

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[1] The State retained Parcels D and L, which lie south of Butler Avenue and east of the anticipated Fourth Street right-of-way. The State still retains title to Parcels D and L, and Parcels D and L are not included as part of the current Application.

[2] The Rezone Parcels include Parcels **[E-1, E-2, F, G, H, J-1, J-2, K-1, K-2, N, O and P]** as depicted on the Site Plan.

("Application"). City Staff has determined that the Application, and the proposed new zoning for the Rezone Parcels, complies with the City's Regional Plan 2030.

The balance of the CDR Core Property, approximately **[179]** acres, will maintain the zoning designations created under the 1984 Plan, as updated by the City's 2011 Zoning Code.

In addition to fully resolving the CDR Litigation, the Zoning Map Amendment contemplated by the pending Application will bring the following material benefits to the City's residents and the Flagstaff community as a whole:

- Substantial developer contributions to much needed regional infrastructure, including the Butler Avenue and Fourth Street intersection, the I-40/Butler Avenue Interchange, the Butler Avenue/Peak Point Signal and many other regional public infrastructure and roadway projects.
- The installation of a material segment of Fourth Street south from Butler Avenue, together with associated utility (water and sewer) infrastructure.
- The development of significant and much needed high-quality housing within the City's "core" which will be focused on an important and underserved segment of the City's year-round resident population.
- The development of neighborhood retail facilities that will serve the area's residents and generate incremental sales tax revenue for the City.
- The construction and installation of important new well and water storage facilities that will be controlled by the City.
- The conveyance of Parcel Q-3 to the City (at no charge) for the purpose of Workforce Affordable Housing.
- The completion and dedication of that portion of Harold Ranch Road that lies within the CDR Core Property and provides access to hundreds of City residents that live south of Canyon del Rio.
- The establishment of paved and dedicated access to the Coconino Humane Society facility that currently utilizes unpaved portions of Fourth Street south of Butler Avenue for access under a revocable license granted by CDRI in 2002.
- The addition (and permanent preservation) of approximately **[54]** acres of open space generally located around the Rio de Flag, with significant additions and upgrades to the City's Urban Trail (FUTS) System.

The City's development and zoning staff, and CDRI's owners and land planners, have worked diligently over a several year period to create a zoning and development master plan for the CDR

Core Property that makes sense under current market conditions, respects the CDR Core Property's unique and challenging topography, and insures that the CDR Core Property will pay for its anticipated impact on public infrastructure.

The proposed zoning and development plan for the CDR Core Property will enhance the beautiful environment that makes Flagstaff such a unique city. It will create a vibrant, centrally located and inviting "***live, work and play***" addition to the City's portfolio of residential communities while simultaneously bringing critical infrastructure and attracting new and existing residents for many years to come. 35 years after the 1984 Plan was conceived, the time has now come to proceed with the entitlement and development of Canyon del Rio, and the pending Application reflects the "correct" approach that will enable future generations in Flagstaff to say "***I am proud to live in Canyon del Rio***."

2. THE PROPERTY.

The CDR Core Property maintains significant frontage on Butler Avenue. The anticipated Fourth Street right-of-way south of Butler is owned by CDRI and is part of the CDR Core Property. The Rezone Parcels, which are the subject of the pending Application, generally comprise the northeast quadrant of the CDR Core Property, bordering on Butler Avenue and the anticipated Fourth Street right-of-way, all as depicted on the Site Plan.

The CDR Core Property's neighbor to the west is Little America. The Little America truck stop is approximately 1,175 feet from the CDR Core Property's west border. To the east, the CDR Core Property is bordered by Parcels D, L (State land) and M (Four Square Church) and various privately-owned and State land parcels which are undeveloped. Properties to the north include the Pinehurst Apartments and a few undeveloped parcels. Except for a few residences to the south, and the apartments on the north side of Butler, the immediately bordering land is vacant/undeveloped. Black Bart's RV Park does not border the CDR Core Property, it is on the north side of Butler Avenue, approximately 660 feet from the CDR Core Property. The Sinagua Heights residential community does not border the CDR Core Property. The distance between the CDR Core Property and Sinagua Heights along Butler Avenue is 1,074 feet.

The CDR Core Property presents a challenging topography for development. The site ranges in elevation from approximately 6,780 feet to approximately 6,894 feet above sea level with hard rock ridges, small plateaus, washes, and valleys rolling through the property. Native Ponderosa Pine forest is the predominant condition of the site although there are trails traversing the area and a segment of the anticipated Harold Ranch Road right-of-way crosses through a part of the southern portion of the site. The southern portion of the site is traversed by the Rio de Flag and electric transmission lines. The bottom of the Rio de Flag canyon is largely devoid of trees and generally covered with native grasses and shrubs. Two sets of overhead electric transmission lines that transmit 69 and 12.4 kilovolts of power, on 40 to 60 foot poles, cut through the southern end of the site from east to west.

Trails on the site range from “jeep” trails for access to the utility easements on the property, to “single track” and “jeep” trails with no associated land rights, to the Foxglenn FUTS trail that traverses the property east to west and terminates at Harold Ranch Road. Rio de Flag runs through a part of the southern portion of the site running from southwest to northeast through a small canyon. Although the site is vacant, trespassing is a frequent occurrence, with unauthorized/illegal camping prevalent most of the year. Litter and waste have been dumped throughout the area by illegal campers for years, creating a nuisance that the development of the site will resolve.

CDRI’s owners have incurred significant expenses, and have worked closely with local land planners, engineers and neighbors, to create a development plan for the CDR Core Property that respects and incorporates the site’s natural beauty and topography, and will complement and enhance the City’s existing regional infrastructure.

3. THE LOOK & FEEL OF CANYON DEL RIO.

Development within the CDR Core Property will have architecture characterized by a "Modern Mountain" style that utilizes exposed heavy timber elements, varying roof lines, stone veneer and wood siding materials, and iron hardware and details on signage. The accompanying Graphic Booklet provides specific examples of the project’s conceptual design ideas for buildings, along with concepts for signage and streetscapes and related community amenities.

4. DEVELOPMENT AGREEMENT & BLOCK PLAT.

In conjunction with the Application, CDRI is also processing a Block Plat and a Development Agreement. The Block Plat and Development Agreement will cover and affect the entire CDR Core Property (as opposed to just the Rezone Parcels that are covered by the Application). The Application, the Block Plat and the Development Agreement will be approved as a single, integrated package, governing the zoning, entitlement and development of the entire CDR Core Property.

The Block Plat will confirm the Parcel boundaries, internal (collector) road locations and Parcel zoning. Prior to actual development, a separate “Final Plat” will be required for each parcel that complies with the Development Agreement (as outlined below) and the City’s other development guidelines.

The Development Agreement will be the document that governs the actual development of the CDR Core Property, including required public infrastructure payments, and associated development and installation phasing. Highlights of the Development Agreement include:

- the installation and dedication of an important segment of Fourth Street south of Butler Avenue;

- improving the regional water system by, among other things, creating a water "loop" that will benefit the entire geographic area;
- funding the construction of additional wells and water storage facilities;
- in conjunction with the City, funding much needed improvements to Butler Avenue and Fourth Street which will raise and widen the intersection and address reoccurring flooding issues;
- in conjunction with the City and ADOT, funding much needed improvements to the I-40/Butler Avenue Interchange;
- the improvement and dedication of that portion of Harold Ranch Road that traverses the CDR Core Property; and
- the donation of land for Affordable Workforce Housing.

5. SPECIFIC ZONING & LAND USE RESTRICTIONS.

Approval of the Application will amend the existing RD Zoning, which covers all of the Rezone Parcels, as follows:

- Parcels **[E-1, E-2, F, H, K-1, and K-2]** (approximately 25.7 acres) will be rezoned to HC-Highway Commercial;
- Parcels **[G, N, O and P]** (approximately 27.7 acres) will be rezoned to MR-Medium Density Residential; and
- Parcels **[J-1 and J-2]** (approximately 30 acres) will be rezoned to HR-High Density Residential.

Parcels I, Q-1, Q-2 and S are not part of the Application and are already zoned with applicable residential designations. Parcels Q-3, R-1, R-2, R-3, R-4, and R-5 are not part of the Application and are already zoned MR.

If the Application is approved, the zoning category totals for the entire CDR Core Property (262 acres) will be:

R1-Single Family Residential:	38 acres
MR-Medium Density Residential:	107 acres
HR-High Density Residential:	30 acres
HC-Highway Commercial:	26 acres
Tracts:	33 acres
Right-of-Way	28 acres
	262 acres

54 acres of open space are distributed within the R1, MR, HR, HC, and Tracts.

The Zoning Map Amendment proposes uses including: Office/Retail and Retail uses in the HC-Highway Commercial zone Parcels, attached Residential uses in the MR-Medium Density Residential zone, attached Residential/Multi-Family/Apartment uses in the HR-High Density Residential zone, and detached Residential uses in the R1-Single Family Residential zone. These are anticipated uses, but any use that is allowed within the zoning category, unless specifically excluded by the Development Agreement, will also be allowed.

Within the zoning categories outlined above, and subject to change based on prevailing market conditions and demand, CDRI anticipates the following specific uses on a Parcel-by-Parcel basis:

- **Parcels E1 and E2**: Primarily office, with the potential for a combination of retail and office.
- **Parcels F, H, K1 and K2**: Primarily retail, with the potential for a combination of retail and office.
- **Parcels G and N**: Attached residential units.
- **Parcels I, Q1, Q2, R1, R2, R3, R4, R5 and S**: Detached single family residential.
- **Parcels O and P**: Parcels O and P will be zoned MR (medium density residential), however, CDRI is evaluating the Parcels for potential school (Parcel P) and potential Church use (Parcel O).
- **Parcel Q3**: This Parcel will be donated to the City by CDRI for Affordable Housing development through the City's Affordable Housing program. Parcel Q3 represents approximately 5% of the residential density of the CDR Core Property and satisfies the City's Affordable Housing requirements for a multi-use development like Canyon del Rio.

Generally, uses within the CDR Core Property follow a pattern of decreasing density, with the highest densities and intensity of use (retail, office and apartments) commencing at the intersection of Butler Avenue and Fourth Street, with intensities decreasing (attached and detached single family) as development moves to the west and southern portions of the Property.

Overall use restrictions will be established by the City's zoning code and applicable state and federal laws. CDRI also anticipates recording comprehensive Covenants, Conditions and Restrictions ("Master CC&Rs") covering the CDR Core Property in order to maintain continuity and uniformity within the development. The Master CC&Rs will be recorded after the zoning process is complete, but before the first Parcel is conveyed to a third-party purchaser. The Master CC&Rs may also cover the adjacent property held by the State (Parcels D and L) and/or

Parcel M (owned by the Four Square Church). Whether Parcels D, L and/or M become subject to the Master CC&Rs will be determined by future negotiation between or among CDRI and the Parcel D, L and M owners.

The Master CC&Rs will provide commercially standard guidelines and rules insuring the Property is developed in a uniform manner that complies with the Development Agreement and reflects the Property's unique characteristics, benefiting all Parcel owners. The Master CC&Rs will also provide for the formation of a Master Association that will maintain specified common areas and common area improvements within the CDR Core Property, and administer the Resource Bank (as defined below), together with an assessment mechanism to fund anticipated maintenance, repair and replacement expenses. The Master CC&Rs will prohibit the following uses anywhere within the CDR Core Property: Adult Entertainment, Flammable Liquid and Bulk Fuel Storage and Sale; Vehicle Impound Towing Yard; Commercial Campgrounds, Equipment Rental Yards, Mobile Homes and Recreational Vehicle Sales and Service**.**

Individual Parcels within the Property may also be subject to separate recorded covenants, conditions and restrictions ("Sub-CC&Rs"). The Sub-CC&Rs will establish Parcel specific rules and restrictions, and also provide for the formation of Parcel specific associations – in most cases, Homeowner Associations relating to the Property's single-family and condominium communities.

6. SPECIFIC BENEFITS TO THE CITY AND ITS RESIDENTS.

A. Public Services & Infrastructure.

The proposed development of the CDR Core Property will develop and enhance essential public services such as water, wastewater and storm water infrastructure. For example, the Development Agreement will require installation of the following public improvements:

- 4,000 linear feet of new 12" sewer line;
- 6,000 linear feet of new 8" sewer line;
- 5,400 linear feet of new 20" water line;
- 11,400 linear feet of 12" water line;
- 134,000 square feet of new sidewalk (and related landscaping); and
- 52,500 square yards of new pavement (including the crucial installation of Fourth Street south of Butler Avenue).

In addition, the Development Agreement will require the contribution of $1,935,204 for the design and construction of off-site improvements on Butler Avenue and Fourth Street that the City will be installing, which also includes $662,422 for improvements to the Butler Avenue and I-40 interchange.

The required improvements to the Butler Avenue and Fourth Street intersection, including traffic signal and flood control upgrades, will dramatically improve traffic flow and traffic safety, thereby improving emergency service response to this area of Flagstaff. Also of significant importance is the construction of Fourth Street south of Butler Avenue which will address safety issues at the Butler Avenue and Fourth Street intersection and establish a vital component of the ultimate link to John Wesley Powell Boulevard.

The Development Agreement will also require material land contributions (well and storage facility sites), and financial resources for wells, water storage and related maintenance over the next 20 years. Construction of a well site on the CDR Core Property will enhance the City's overall water supply for not just Canyon del Rio, but the entire city water system. $667,943 is designated in the Development Agreement as the CDR Core Property's payment for water storage and 20 years of operation and maintenance. This payment for water storage will provide 428,000 gallons of additional water storage to the City's water system. Another $1,300,000 contribution by the CDR Core Property to the City will go towards a secondary water supply that will improve the City's water system that is much needed for the water quality of not just the CDR Core Property, but also the immediate surrounding area. Water lines that will be installed on the CDR Core Property will also bring water availability to the perimeter of the Property, thereby making possible future connections to other surrounding properties, including the eventual connection of John Wesley Powell Boulevard to Fourth Street.

Additional benefits to the city are summarized in Exhibit B.

B. <u>Community Benefits</u>.

In addition to the specific public service and infrastructure benefits outlined above, approval of the Application will bring significant additional benefits to the City and its residents. These benefits include:

- Much needed housing alternatives for the City's year-round residents, across multiple income levels and demographics.
- The construction of Fourth Street south of Butler Avenue, resolving current traffic issues at the Fourth Street and Butler Avenue intersection and facilitating the future link to John Wesley Powell Boulevard.
- Improving traffic flow along Butler Avenue and resolving current flooding issues at the Fourth Street and Butler Avenue intersection.
- Providing paved and dedicated access to the City residents that currently use Harold Ranch Road to access their homes.
- Providing paved and dedicated access to the Coconino Humane Society.

- Expanding the City's FUTS program.
- Donating Parcel Q-3 for Affordable Housing.
- Incremental Property and Sales Tax revenue that will benefit the Flagstaff Unified School District, the Flagstaff Police Department, the Flagstaff Fire Department, Parks and Recreation, the Flagstaff Courts, Water, Sewer, Lighting, Open Space, Recreation programs, Fire facilities as well as Coconino County entities such as: Coconino Community College, the Sheriff's office, Parks, the Courts, the Public Defender's Office, Libraries, Public Health Services, the Flood Control District, and the Joint Vocational Tech Institute.

While final sales and property tax calculations cannot be made until the Final Plats are recorded and final users are in place, general estimates and examples are provided below:

Property Tax Example: Using 2018 tax rates, a home valued at $300,000 would pay $227 to the City in primary taxes, $227 in secondary taxes, and $751 to the Flagstaff Unified School District. Applying these amounts to 573 single-family lots, approximately $260,000 will be generated in primary and secondary taxes to the City per year and approximately $430,000 will be generated each year for the Flagstaff Unified School District.

Sales Tax Example: Commercial/Retail businesses in CDR will generate perpetual sales tax revenue. Using $7.50/square foot/year multiplied by 116,741 square feet of retail, in just Parcels K-1 and K-2, equals $875,557 per year sales tax generation. Parcels E-1, E-2, F, and H are anticipated to be Office/Retail uses and would contain about 105,416 square feet of building space which could generate an additional $790,620 per year in sales tax.

Sales Tax Example 2: Each home sold in CDR will generate approximately $17,500 in sales tax multiplied by 573 homes for a total of $10,027,500. Taxes will also be generated from CDR on contracting, utilities, telecommunications, and telephone service providers.

Utility Fee Example: CDR residents that use electricity, natural gas, water-sewer-garbage, telephone-internet, and cable tv-satellite services will pay City sales tax on those utilities at the rate of approximately $62,000 per year for the single-family residents and approximately $71,000 per year for the multi-family residents.

Permitting Fee Example: Each home built in CDR will generate approximately $3,500 in permitting fees multiplied by 573 homes for a total of $2,005,500. And a per home water meter fee of $9,847.58 will generate $5,642,663 from 573 homes.

C. **Addressing Community Concerns**.

As a result of the Neighborhood Meetings that took place at Sinagua Middle School on July 26 and 28, 2018, the following solutions are being offered by CDRI to address neighborhood concerns:

- Trees along Butler Avenue and Fourth Street will be preserved as much as possible, with the stipulation that the right-of-way for Butler Avenue and Fourth Street are being widened from their current widths and raised from their current elevations requiring the removal of some trees in conjunction with the construction of these roads.
- Loading docks will be shielded to reduce their visibility and noise to the surrounding area.
- Retail and Office floor space coverage has been proposed at .20 FAR, lower than what is allowed per City code.

7. THE CDR CORE PROPERTY IS SUITABLE FOR THE PROPOSED DEVELOPMENT.

The Application includes a Traffic Impact Analysis, a Drainage Analysis, a Water and Sewer Analysis, and other information and engineering that addresses and confirms the CDR Core Property's suitability for each of the proposed uses, including design, location, shape, size, operating characteristics, public and emergency vehicle access, public services and utilities. The proposed uses will not endanger, jeopardize or otherwise constitute a hazard to the CDR Core Property or neighboring properties.

8. RESOURCES.

Approval of the Block Plat will determine where some common resources and common space will be located. Every Parcel within the CDR Core Property will be allowed to share forest resources to achieve the amount of forest resources that are required of that Parcel by the Development Agreement and/or City requirements. A "Resource Bank" will be established and maintained by the Master Association, and coordinated with the City, in order to protect the site's resources and to keep an ongoing accounting of available resources and which resources have been allocated or shared between or among specific Parcels.

9. REASON FOR REQUEST.

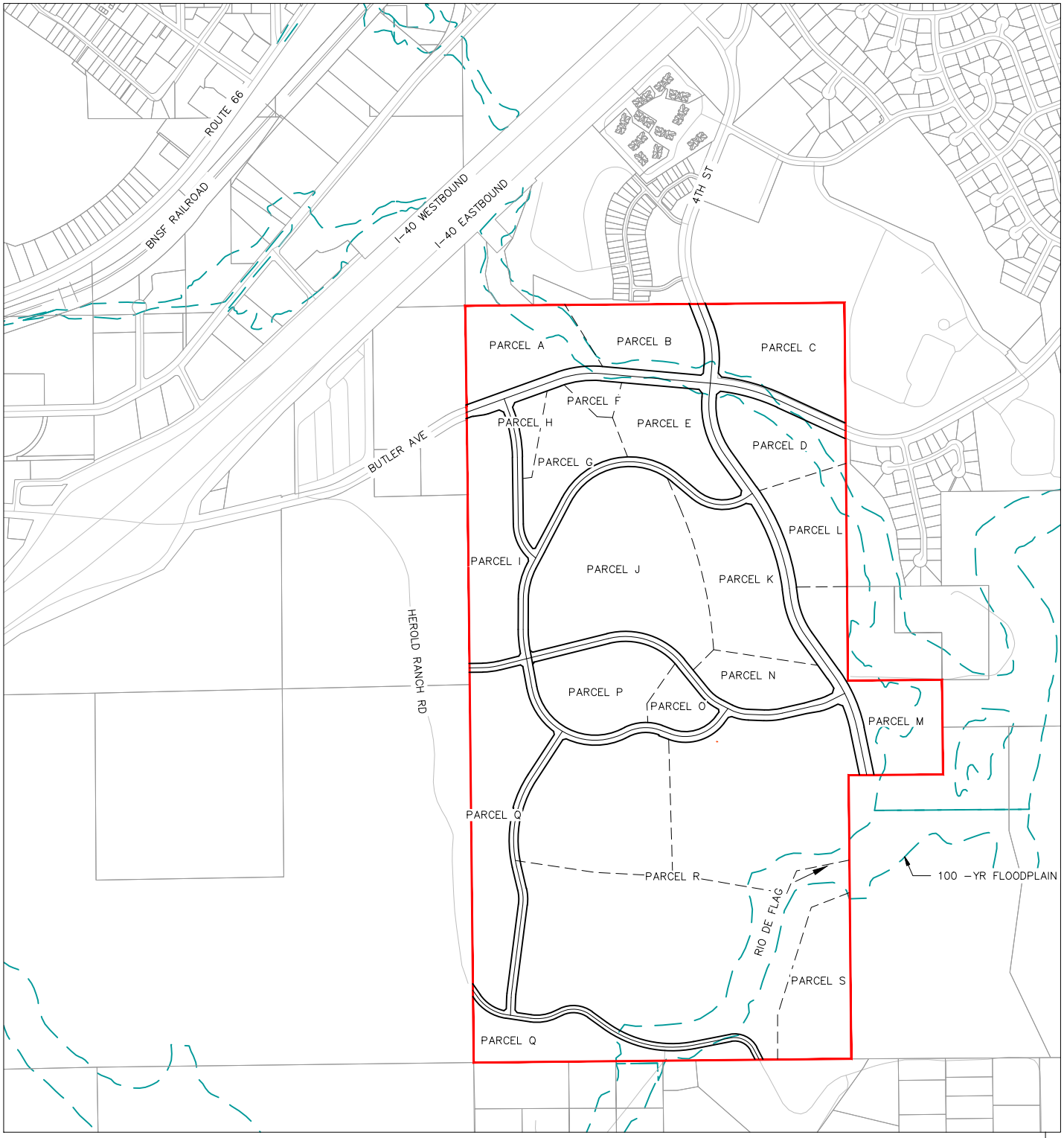
The 1984 Plan was based on Gore's intended development and use of Canyon del Rio. Gore abandoned that plan, and the CDR Core Property has remained undeveloped for almost 35 years.

After CDRI acquired Canyon del Rio in 2002 and began the process of assessing market and product demand in the Flagstaff area, it became quite clear that 83 acres of RD (office/research and development) Zoning created an insurmountable obstacle to development based on lack of demand in the Flagstaff area for that volume of office product. In turn, with the expansion of NAU, and its student population, faculty and supporting businesses, combined with the overall expansion of Flagstaff's full-time resident population, demand for a mixed use development, of the type currently proposed, increases on an annual (even monthly) basis.

While CDRI and the City initially disagreed regarding the scope of development permitted under the 1984 Plan, the Settlement Agreement resolved that disagreement and the Application represents the culmination of CDRI's work with the City to implement the Settlement Agreement and provide for a new mixed-use development that will bring long lasting benefits to the City and its residents.

10. CONCLUSION.

The Application is consistent with the City's Regional Plan designation of Suburban-future and Urban-future with a Suburban Activity Center and an Urban Activity Center on Butler Avenue. Approval of the Application, the Development Agreement and the Block Plat will also fully and finally resolve the Litigation. For all of the reasons outlined above, proceeding with development of a mixed use, diverse, master planned community with appropriate uses, open spaces and amenities, and the infrastructure that comes with it, will be beneficial to the area and the community. CDRI respectfully requests the City's approval of the pending Application.



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Shephard Wesnitzer, Inc.

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax

www.swiaz.com

JOB NO.	13184
DATE	FEB 19
SCALE	1"=1000'
DRAWN	SCI/KMF
DESIGN	SCI
CHECKED	SCI

CANYON DEL RIO

FLAGSTAFF
ARIZONA

EXHIBIT A

SHEET 1 OF 1

EXHIBIT B

Conformance to Flagstaff's Regional Plan Goals

The proposed development of CDR seeks to achieve conformance with the Goals and Policies of applicable provisions of the City's Regional Plan. Examples of various Goals and Policies that are being satisfied by this Application are summarized below.

CDRI's proposed mixture of uses replaces the existing entitlements' business office park land use, these new proposed uses will ensure these Parcels realize their full potential by providing sustainable, desirable land uses. CDR and the City will benefit from the sustainable land use mix by creating a land use plan that is more marketable, thereby getting closer to realizing new infrastructure, enhanced rights-of-way and public spaces, by development of this underutilized property with a new mixed-use development.

The CDR Zoning Map Amendment is oriented toward the Regional Suburban Activity Center (S18) located at the corner of Fourth Street and Butler Avenue per the Flagstaff Regional Plan.

CDR conforms to the approved Flagstaff Regional Plan 2030 and the FMPO Blueprint 2040 Regional Transportation Plan with the proposed improvements to the frontage of Butler Ave. and Fourth Street. Fourth Street south of Butler has been identified as a "new road" in the Build-Out Plan map and as a "Potential Partnering Project" in the 20 Year Program map. Further, both Butler and Fourth Street are described as "Minor Arterial" on the Future Functional Classification map. The development of CDR will certainly contribute to the City of Flagstaff's long-term goals for traffic flow and transportation.

Policy E&C 2.1 Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.

In the single family attached and detached residential areas Capstone Homes will build Department of Energy "Net Zero Ready" homes which significantly reduce the homeowner's energy usage while reducing the amount of energy generated for this community versus what would be generated using more traditional construction techniques. This will enhance not only CDR by providing lower utility bills to its residents but will also have a positive benefit to the City of Flagstaff and surrounding areas by reducing the amount of energy that would need to be generated (and its associated pollution and use of resources) if less efficient homes were built.

Policy E&C.7.2. Favor the use of available mechanisms at the City and County level for the preservation of environmentally sensitive lands, including but not limited to public

acquisition, conservation easements, transfer of development rights, or clustered development with open space designations.

Per the Settlement Agreement for the Property, the open space and resources of the overall CDR subdivision will be available to be credited to the Parcels within the Property to use for the

resource protection calculation of each Parcel as needed. This "forest resource bank" can be added to the forest resource calculation of any Parcel to insure that the Parcel meets the City's forest resource requirements. A master community association will be created that governs all of CDR and will have procedures of how the "forest resource bank" will be administered. An accounting of the forest resource bank will be kept by the master community association and coordinated with the City community development department that will detail the amount of the forest resource bank available, the amount of the forest resource bank credited, and to what Parcel, as well as the amount of forest resource bank remaining. When a preliminary Plat for a Parcel is ready to be submitted to the city, the forest resource bank accounting will be reviewed and updated as necessary by the master community association with correspondence to the City.

Policy E&C 10.1 Encourage local development to protect, conserve, and when possible enhance and restore wildlife habitat.

Approximately 54 acres of Canyon Del Rio will be reserved as open space to protect and conserve wildlife habitat. Steeper escarpments will be preserved in open space and a portion of the Rio de Flag that runs through CDR will be placed in a conservation easement and then dedicated to the City.

Policy E&C 10.3 Protect sensitive and uncommon habitats such as ephemeral wetlands, riparian habitats, springs and seeps, rare plant communities, and open prairie ecosystems including the physical elements such as water sources and soil types on which they depend through open space acquisition efforts, avoiding these features in the design of subdivisions and other development, etc.

The Rio de Flag is part of the extensive open space of this project. Rio de Flag is a valuable habitat and ecosystem for the entire Flagstaff community. The portion of Rio de Flag that runs through CDR will be placed in a conservation easement and then dedicated to the City. The City will then be charged with preserving this natural feature for all residents of Flagstaff including native plants, animals and resources habituating this area.

Policy E&C 10.6 Conserve and restore important wildlife corridors throughout the planning area to allow wildlife to find suitable habitat in the face of climate change moving along vegetation and elevation gradients.

In addition to the natural wildlife corridor that Rio de Flag provides, other portions of the proposed open space provides a variety of corridors for wildlife to access this area and be able to pass through it. Topography variations within the project provide many entry and exit points at differing elevation gradients for wildlife. Steeper slopes will be preserved as open space as much as possible.

Policy OS 1.2 While observing private property rights, preserve natural resources and priority open lands, under the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment maps.

Native vegetation buffers have been designed and will be created between the various Parcels within the community. An integrated system of trails will provide convenient connectivity for the community while providing access to community assets and beyond. Surface features, vegetation and wildlife habitat will be protected as much as possible during and after construction. CDR's dedicating a portion of the Rio de Flag to the City of Flagstaff will be an important asset to the people of Flagstaff because; "The Rio de Flag provides a natural movement and concentration area for wildlife. The presence of available water enhances its value for wildlife. It is mostly used by birds and small mammals and provides some of the best bird watching opportunities within the City of Flagstaff. Much of the length of the Rio de Flag (not privately owned) within the City is already developed as part of the Flagstaff Urban Trails System (FUTS). Some of the best opportunities for nature education along the FUTS occur in the Rio de Flag. Planned flood control along the Rio could have major effects on the attractiveness of some stretches of the Rio de Flag." – from the Flagstaff Area Open Spaces and Greenways Plan.

Goal E.1.1. Promote and encourage innovative building practices through instruction on efficient building materials and methodology.

Capstone Home's Department of Energy "Net Zero Ready" homes will be built to the highest standards of energy efficiency, ready to take advantage of the latest forms of alternative energy. In addition to being environmentally friendly and durable, Zero Energy Ready homes are 40%-50% more energy efficient than a typical new home. By adding a solar system, these homes would offset all or nearly all of the annual energy costs.

Goal E.1.10. Incentivize energy efficiency and renewable energy technologies in construction projects.

In addition to the Department of Energy "Net Zero Ready" homes, multi-family, commercial, retail, and office users will be encouraged to build with efficient methods and materials. Market demands will help to incentivize efficient buildings because consumers will weigh the costs of a purchase or lease in addition to future energy bills when weighing a decision of where to live or establish or move a business.

Goal CC.3 Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

A Design Review policy will be established to maintain consistency in quality design throughout CDR. Materials types and construction methods will be consistent with the Flagstaff area.

Policy LU 5 Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

By placing Office/Retail along Butler Ave. and Fourth Street, access for employees and customers will be efficient and convenient. The variety of residential single family and multi-family Parcel types will be developed to take advantage of the Parcels that are away from the Butler Ave./Fourth St intersection, all while maintaining easy access to the Office/Retail via internal streets, walking paths and sidewalks. Development will be generally concentrated on top of the ridges and plateaus so that the steeper slopes and bottoms of the mini canyons can be preserved.

LU.6. Provide for a mix of land uses.

CDR will include a wide variety and mix of land uses, including: office, retail, attached and detached single-family residential, multi-family residential, churches and/or schools, and open space areas. The multi-family residential uses and attached single-family residential uses proposed within CDRI's 83-acre Zoning Map Amendment request within the internal portion of CDR's boundaries will add a vital mix of residents to live and shop within the community. This design will also provide an appropriate transition from the single-family homes located on the southern portion of CDR to the office and retail uses on the northern portion of CDR.

Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.

CDRI's proposed Zoning Map Amendment includes, single-family attached and multi-family residential units. The proposed multi-family and attached housing options will complement the planned employment areas within CDR's office and retail land uses along the northern and north eastern boundary of the CDR development, fronting onto Fourth Street and Butler Avenue. CDRI's multi-family residential units and attached single-family homes within the internal portion of CDR, provide even greater varieties of housing types; supports employment and retail opportunities; and, provides a sustainable land use mix.

Policy LU.6.3. Encourage new mixed-use neighborhood in appropriate locations within the growth boundary.

CDR is a mixed-use development with office, retail, attached and detached single-family residential homes, multi-family residential units, churches and/or schools, and open space areas proposed for the area south of the 1-40. CDRI's proposed Zoning Map Amendment provides an appropriate balance of land uses that are compatible with the surrounding area and appropriate for this location. A horizontal mix of uses will occur throughout the project from Parcel to Parcel, rather than providing mixed uses within individual Parcels.

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

CDRI's detached and attached single-family homes, and multi-family residential units, increase the variety of housing options in the area while providing additional shoppers and consumers for existing nearby businesses and customers and opportunities for the proposed office and retail businesses along the northern portion of CDR. By providing a variety of housing options and a variety of office and retail uses, the sustainability of CDR will be enhanced.

Policy LU 13.1 Prioritize connectivity for walking, biking, and driving within and between surround neighborhoods.

FUTS and other trails will connect neighborhoods for walking, hiking and biking. Sidewalks along local streets within the community and along perimeter streets will also provide walking connections within and between the Parcels within the community. Those same streets will also provide driving connections throughout.

Policy LU.13.4. Plan suburban development to include a variety of housing options.

CDRI's Zoning Map Amendment proposal includes a variety of detached and attached single-family homes and multi-family residential units with a wide variety of densities, locations, architectural styling, sizes and price points. The multitude of detached and attached housing options will add to the variety of housing options available in the area.

CDR is proposed with a variety of employment, business, shopping, cultural opportunities, and residential choices. CDRI's Zoning Map Amendment proposal includes an even greater mix of residential choices.

Policy LU 13.6 Include a mix of uses and access to surrounding neighborhoods in new suburban commercial development.

Zoning Map Amendment these portions of this property from the prior Research and Development zoning will allow for a much greater variety of uses in the community. Convenient access to the commercial uses for surrounding neighborhoods will come from Butler Ave. and Fourth St., which will be improved with this development. Trail connections will be provided to allow access from existing trails to and through CDR.

Policy LU 13.9 Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighbor-woods.

Open spaces and FUTS trails will transect the project providing convenient access from the residential Parcels to the Canyon del Rio Village Center. “Social” trails are also proposed throughout to provide additional connectivity. The Switzer Wash FUTS trail currently terminates at the south east corner of 4th Street and Butler Ave., the frontage improvements to Butler Ave. and 4th Street include sidewalks that will allow for Switzer Wash FUTS trail users to cross 4th Street and continue west along Butler Ave. The Foxglenn FUTS trail currently bisects CDR east to west. Modifications to the Foxglenn trail in CDR may be necessary but the trail will continue to pass through the community. New FUTS trail connections will be made to the Foxglenn trail within CDR.

Policy LU 13.10 Protect wildlife corridors where appropriate.

Rio de Flag will be the main corridor for wildlife to enter into and pass through the project.

Policy LU.18.1. Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.

The intersection of Butler Ave. and 4th Street is identified as a "Future Suburban Village Center S18" in the 2030 Flagstaff Regional Plan. CDR has been designed to be an appropriate suburban development with a mix of residential and commercial uses. CDRI is proposing an even greater mix of residential housing choices, allowing residents a wide range of housing options, fitting different income levels, to live, shop and play within the Village Center area.

Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well- designed public spaces, parks, plazas, and high-quality design.

CDR is planned and proposed as a high quality development that will develop with desirable and successful commercial businesses, multi-family communities, and residential homes that will be compatible in character and distinctive identities of the rich history of the area. A "Modern Mountain" style that utilizes exposed heavy timber elements, varying roof lines, stone veneer and wood siding materials, and iron hardware and details on signage will be the predominant architectural features of the community. Locally sourced stone will be incorporated into design elements and local craftsman and contractors will be used throughout the life of the project. CDRI is proposing a mixture of uses with designed people-friendly spaces in lieu of an isolated and non-viable Business Park (the existing zoning use) that will allow CDR to develop with an even better mix of uses, well designed public spaces, plazas, and to be more sustainable than the existing entitlements.

Policy LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.

CDRI's proposed Zoning Map Amendment on 83 of its 262 acres will provide the CDR Village Center with more housing options. CDRI's additional housing options will provide a wider variety of housing types and a larger range of price points for a wider variety of income levels.

Policy LU 18.6 Support increased densities within activity centers and corridors.

Planning a stepped approach to the densities has resulted in office/retail being closest to the major intersection of Butler Ave. and 4th St. with higher density residential next to the office/retail and lower density residential beyond the higher density residential. The higher density residential being placed between the office/retail uses and the lower density residential provides a good buffer between the lower density residential and the office/retail uses. Placing the higher density residential next to the office/retail places more residents within easy walking distance of the goods and services that will be provided in the office/retail Parcels.

Policy LU 18.9 Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.

Approximately 26 acres of activity center (The Village Center), within the overall 262 acres of CDR, is planned to be developed as office and retail with easy access via trails, sidewalks, and streets to the residential Parcels. The Village Center is scaled to serve the surrounding area as well as the future residents of CDR. Being located near the major intersection of 4th St. and Butler Ave., the Village Center provides a great "gathering place" for people from other regions to have easy access as well. In addition, there has been some discussion about the future connection of John Wesley Powell Pkwy to 4th Street. When that connection occurs this Village Center will be in an even better position to serve the needs of an even greater population.

Policy LU.18.7. Concentrate commercial, retail, services, and mixed use within the activity centers' commercial core.

Commercial, retail and services are concentrated just where they should be – proximate to Butler Ave. and Fourth Street. The Butler Ave. and Fourth Street intersection is identified as a "Major Intersection" in the "Build-out plan" in the FMPO 2040 plan. The future extension of John Wesley Powell up to Fourth Street per the "Build-out plan" will contribute to the Butler Ave. and Fourth Street intersection becoming even more active leading to a more vibrant Village Center that will more easily serve a greater area of Flagstaff.

CDRI's proposed multi-family and attached housing options are intentionally located proximate to the commercial retail and service uses and will provide more shoppers and consumers for a successful commercial core located along CDR's northern primary street frontage. The additional detached, attached and multi-family housing options (in lieu of isolated and vacant Business Park acreage) are vital to increase the overall density of the residential uses, which will drive a sustainable mix of commercial uses within CDR and the Village Center.

Policy LU.18.12. Corridors should focus commercial development to the corridor frontage and residential to the back.

CDR proposed plans include commercial developments along the corridor frontage, transitions to multi-family and attached single-family, and further transitions to detached single-family areas in the back.

Goal T.5 Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

FUTS trails will cross CDR and allow access to Parcels within the community. Connections to existing FUTS trails will occur at locations along the perimeter of the project. Sidewalks will also be placed for pedestrian connections internally and along the perimeter as well.

Goal T.6 Provide for bicycling as a safe and efficient means of transportation and recreation.

In addition to the many FUTS trails, bike lanes will be provided on the Butler Ave. and 4th St. frontages. Bike Share and Car Share programs have become popular in several communities, there are potential opportunities for a Bike Share and or Car Share program in CDR. These opportunities will be explored for the use by CDR residents.

CONTRADICTING POLICIES:

CDR strives to meet the Cities goals and policies to the greatest extent possible, however limitations in timing, market conditions, and site constraints make meeting some of the policies more difficult. The following contradictory policies are analyzed for their challenges and how these impacts are mitigated within the whole setting of the CDR proposal.

Policy LU 13.1 Prioritize connectivity for walking, biking, and driving within and between surround neighborhoods.

FUTS and other trails will connect neighborhoods for walking, hiking and biking. Sidewalks along local streets within the community and along perimeter streets will also provide walking connections within and between the Parcels within the community. Those same streets will also provide driving connections throughout. Because the surrounding parcels had no development proposals until recently, CDR was not able to coordinate vehicular traffic to all surrounding parcels but CDR has worked to provide bicycle and pedestrian access between neighborhoods with future development in mind.

Policy LU 13.5 Encourage developers to consider at least one floor of apartments or offices over commercial development…

While CDR is not excluding the possibility of apartments over commercial development, it is not requiring it of its developers. Market factors will determine if this will be a viable use for this project. Multi-family apartments that are proposed on nearby Parcels J1 and J2 will tend to compete with apartments over commercial uses and could be a detriment to placing apartments above commercial.

The multi-family uses, and the office uses, have been proposed for several Parcels that are independent of the commercial use Parcels. Those multi-family Parcels, along with the retail and office Parcels, will contribute to a mixture of uses throughout the project. The variations in; the number of Parcels that comprise the retail and office areas, the building massing, and the spacing between buildings, will allow for a greater usage mix from office complexes, to multiple smaller retail uses within the same building, to larger retail establishments such as grocery stores.

Policy LU 13.7 Include employment opportunities in all suburban activity centers…

While removing the RD zoning designation will eliminate the potential for some professional jobs, the office spaces and retail development, as proposed, will provide opportunities for a wide range of businesses and employee opportunities. These opportunities would include a variety from first time workers to highly skilled, higher paid people employed at businesses offering a variety of goods and services. The variety of housing types will lead to a variety of customers that will frequent the businesses within CDR. The convenience of this location to greater Flagstaff and its proximity to I-40 will also help to draw a larger variety of customer demographics seeking a larger variety of goods and services that will be provided by the businesses of CDR.

Policy LU 15.2 Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.

With the proximity of the retail/office parcels to the residential parcels within CDR there is a potential for people to walk to jobs. However, integrating residential into buildings with employment is not desired in CDR as stated in the analysis of Policy 13.5.

CANYON del RIO

FLAGSTAFF, ARIZONA

SUSTAINABLE FAMILY LIVING

The Canyon del Rio Village Center

CANYON del RIO
FLAGSTAFF, ARIZONA

The Village Center

Canyon del Rio is a planned 270+/- acre community that is located on the southeast side of Flagstaff with access to all that High Country Life has to offer. Canyon del Rio will be the perfect complement to the highly desirable Flagstaff area.

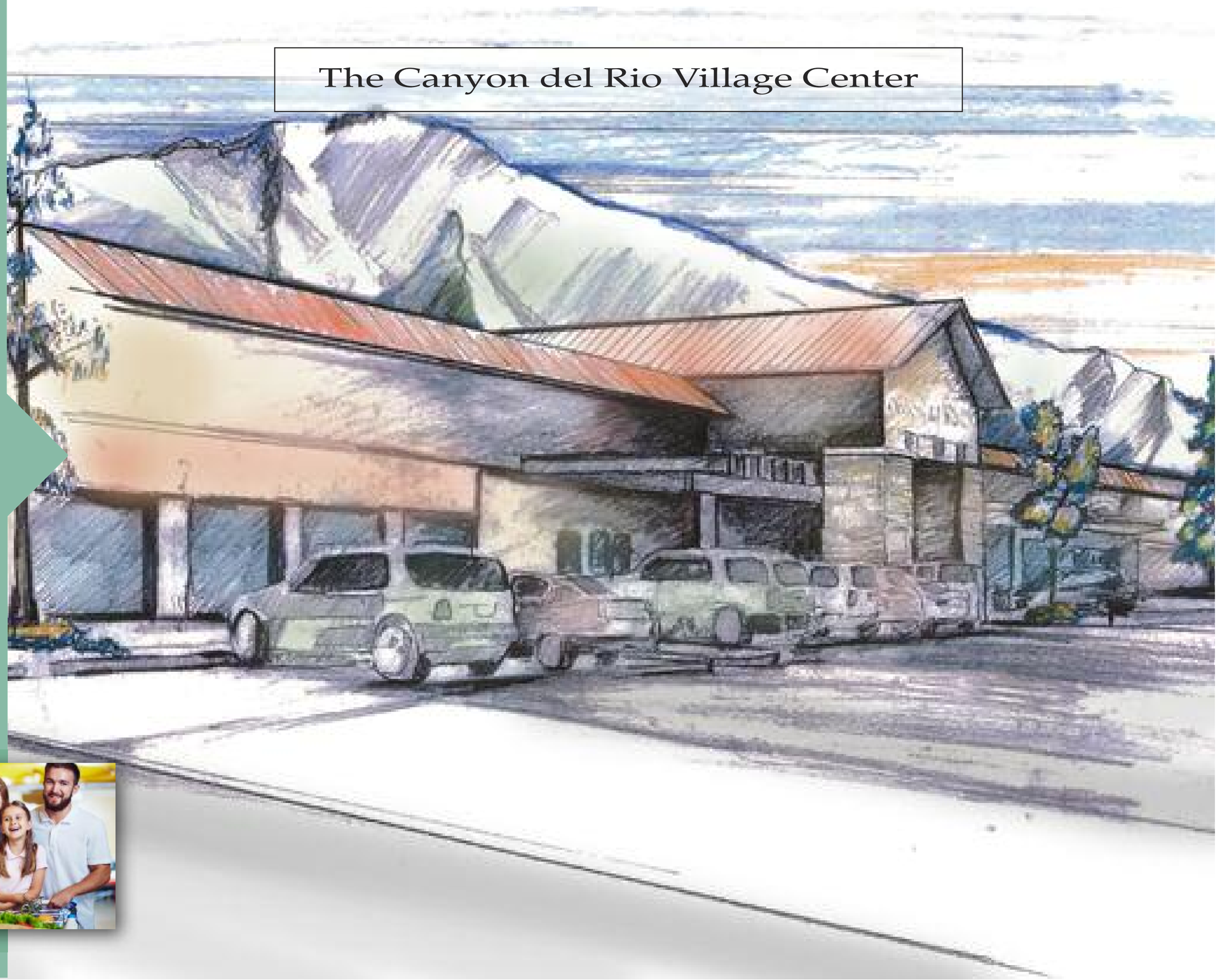
Here The Village Center with Shopping, Dining, Business Offices and More will accompany Residental Villages featuring Luxurious Single-Family Detatched, Single-Family Attached, Multi-Family (Apartments) and "Flagstaff Home" creating Flagstaff's newest Total Community Lifestyle!

CANYON del RIO
FLAGSTAFF, ARIZONA

The Village Center

Shopping opportunities at The Village Center at Canyon del Rio will include upscale grocery centers, as well as exceptional restaurants, gourmet food shops, groceries and we promise your favorite coffee shop.

The perfect place to enjoy the High Life at Canyon del Rio - The Village Center!



The Canyon del Rio Village Center

CANYON del RIO
FLAGSTAFF, ARIZONA

The Village Center

Imagine, just footsteps from the front door of your new home at Canyon del Rio, you can Shop, Dine and more.

All of your favorite shops, grocery stores, clothing shops, gourmet coffee shop, fine dining restaurants, beauty shops, barbers and more.

These are all part of the life and lifestyle at Canyon del Rio!

CANYON del RIO
FLAGSTAFF, ARIZONA

The Village Center

After you find that perfect outfit, enjoy the great outdoors at the Village Center maybe with a gourmet coffee or your favorite libation at one of the bistro's or outdoor patio cafe's along with friends and family.

A simply perfect way to spend the day!

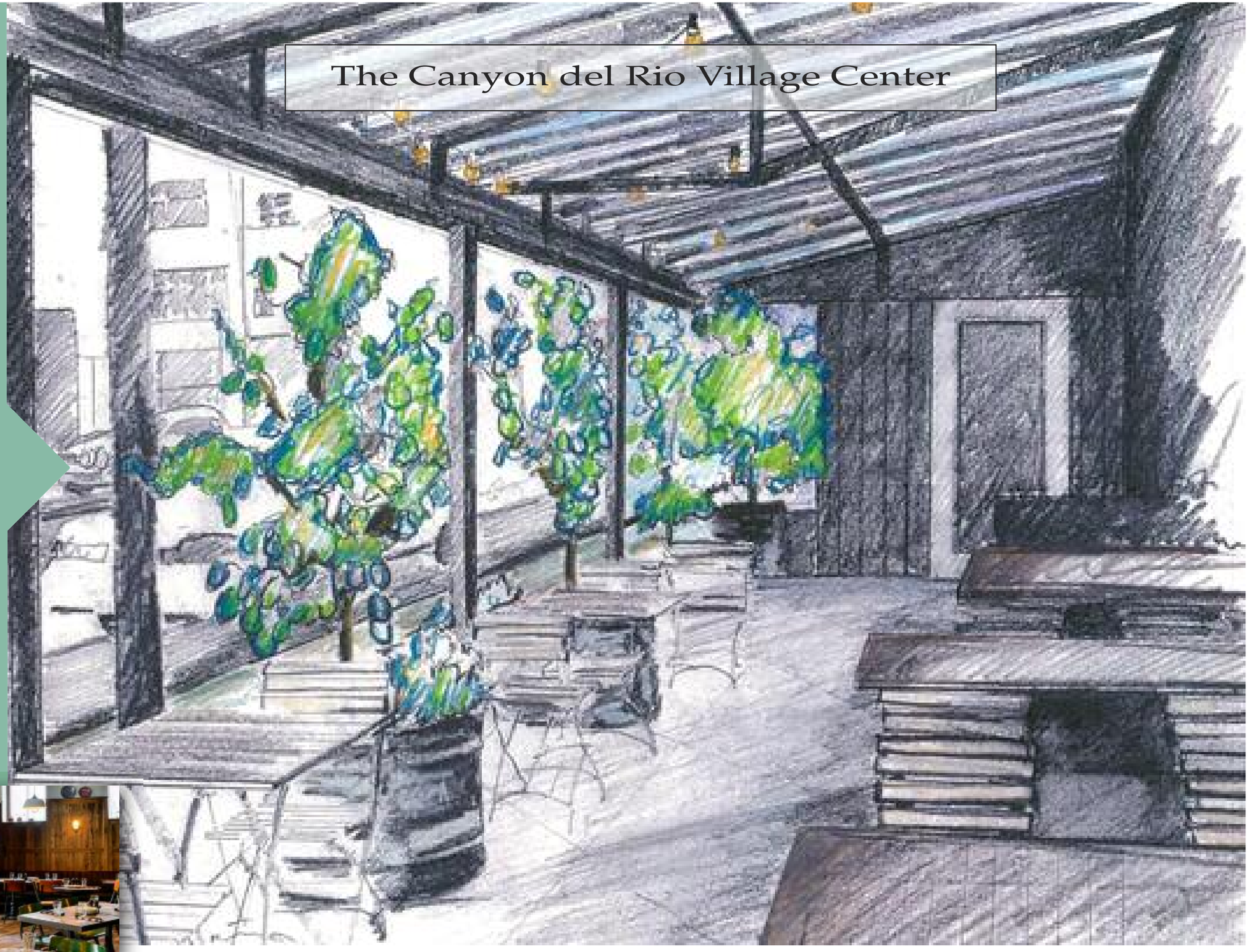
The Canyon del Rio Village Center

CANYON del RIO
FLAGSTAFF, ARIZONA

The Village Center

Dining at the
The Village Center
at Canyon del Rio
will include upscale
dining options including
fine dining at what is sure
to become your favorite
spot to catch the
games with family
and friends.

And after the game
enjoy exploring all
of the other shops
and venues at
The Village Center.



CANYON del RIO
FLAGSTAFF, ARIZONA

The Masterplan

The designers/developers of Canyon del Rio are seasoned professionals with exceptional experience in all phases of design & construction in Arizona's High Country.

Canyon del Rio as planned consists of approximately 270+/- acres of mixed use residential & commercial /retail acreage. The project contains both single family attached and detached residential, multi-family attached residential, commercial office and retail Villages offering a new level of Luxury and Convenience for those fortunate enough to call Canyon del Rio home!

The Community Masterplan

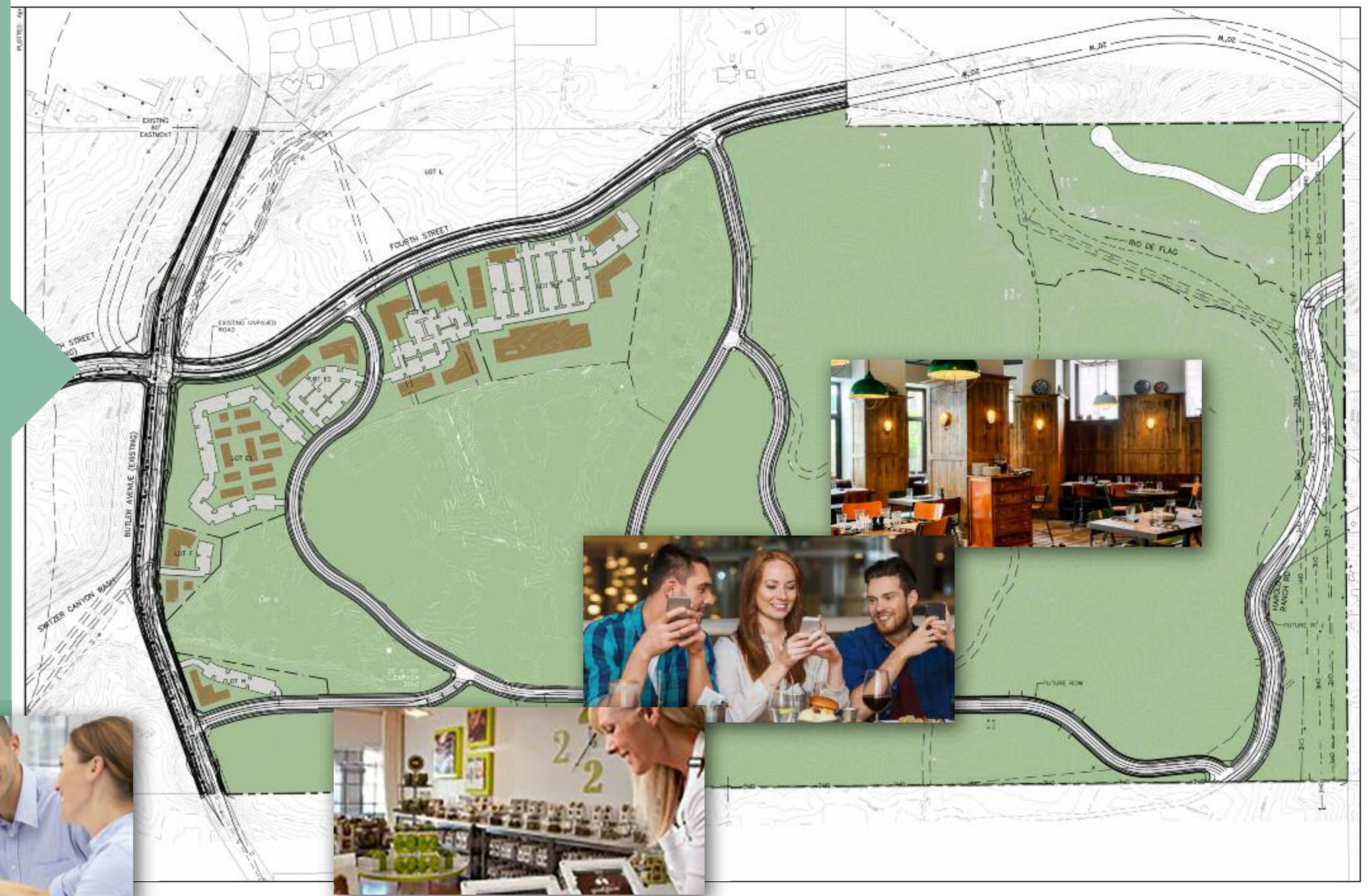
The Village Center

CANYON del RIO
FLAGSTAFF, ARIZONA

The Village Center

The Village Center will offer residents of Canyon del Rio an exceptional array of options for shopping, dining, entertainment and other upscale retail shops.

Also, for those desiring to live and work here, Canyon del Rio is also being planned to offer business officing options. These "Class A" offices will feature exceptional flexibility, the latest in technology and to be a true reflection of your company's professional image.



CANYON del RIO
FLAGSTAFF, ARIZONA

The Multi-Family & Apartment Villages

The Multi Family Villages

Family's and family life is what Canyon del Rio is all about. And the luxury family-oriented apartments at Canyon del Rio are simply perfect. Loaded with features not generally found in apartments, these apartment homes are planned to offer the ultimate in creature comforts and convenience.

These apartment homes have been intricately positioned to take advantage of the natural surroundings of Flagstaff's Ponderosa Pine Forest and yet within walking distance of the shops, restaurants, groceries and more at the Canyon del Rio Village Center.

The Residential Villages

CANYON del RIO
FLAGSTAFF, ARIZONA

The *Residential Villages*

Beautiful Homes from Lower Maintenance Attached plans to Ponderosa Pine Covered individual homes & homesites, Canyon del Rio is planned to offer something literally for every desire, every need.

Every home is planned to provide gourmet kitchens, beautiful master suites with "to die for" master baths, warming fireplaces and more. Plus private garages & access to virtually every aspect of The Canyon del Rio Village Center.

Plus, all homes are "Net Zero Energy Ready" making these some of the most energy efficient homes anywhere.

The Trails & Open Space

CANYON del RIO
FLAGSTAFF, ARIZONA

The *Trails & Open Space*

A large part of Canyon del Rio is planned to be retained as Open Space for the enjoyment and benefit of the community's residents, their family and guests. Here, Ponderosa Pine Forest views will be broken only by the clear crisp blue skies and the dramatic snow covered San Francisco Peaks.

Equally exciting is the connection and extension of the Flagstaff Trail System. The Trail makes it easy for residents to connect to all corners of Flagstaff metro... and there are connections as well to the Flagstaff Transit System offering additional options for travel throughout Flagstaff.

CANYON del RIO
FLAGSTAFF, ARIZONA

Unlimited Recreational Opportunities

The Recreational Options

At Canyon del Rio we know you are here, in Northern Arizona's High Country, because you love the outdoors and often spend as much time outdoors as you do indoors.

At Canyon del Rio we are literally minutes away from the best outdoor recreational options. Whether you love skiing, fishing, hiking, biking, golf or virtually any outdoor activity...they are all within a short walk or drive from your new home at Canyon del Rio.

CANYON del RIO
FLAGSTAFF, ARIZONA

Flagstaff Cluster Housing Village

The Cluster Housing

As planned, Canyon del Rio will include upwards of 80 Flagstaff Cluster Housing residences.

These homes will include exceptional amenities and also be within walking distance of the Village Center with all of its shopping, dining, business and entertainment venues.

Open Areas, Parks & Trail System

CANYON del RIO
FLAGSTAFF, ARIZONA

The *Open Space & Trails*

Canyon del Rio is not just about where you live but how you live. The high country lifestyle of Flagstaff Arizona is all about fresh air, soaring Ponderosa Pine, dramatic mountain views and becoming part of nature itself. At Canyon del Rio, the masterplan includes acres of open space for our residents and their families and guests to "breath", while connecting the the NAIPTA (Northern Arizona Intergovernmental Public Transportation Authority) the Flagstaff Bus and transit system and also connecting to the Flagstaff Metro Trail System, a trail that is 800 miles long connecting three western states.

CANYON del RIO
FLAGSTAFF, ARIZONA

The *Single Family Village*

Single Family Detached Village

A beautiful lifestyle choice at Canyon del Rio, the Single Family Luxury Home Villages will offers amazing new home choices.

Here premier builders such as Capstone Homes, and others, will feature stunning single family homes on individual homesites intimately placed on to take advantage of both privacy and views of the surrounding Ponderosa Pine Forest.

Also, each of these homes will be built “Net Zero Energy Ready.” This means they can include features that make them virtually self sustaining.

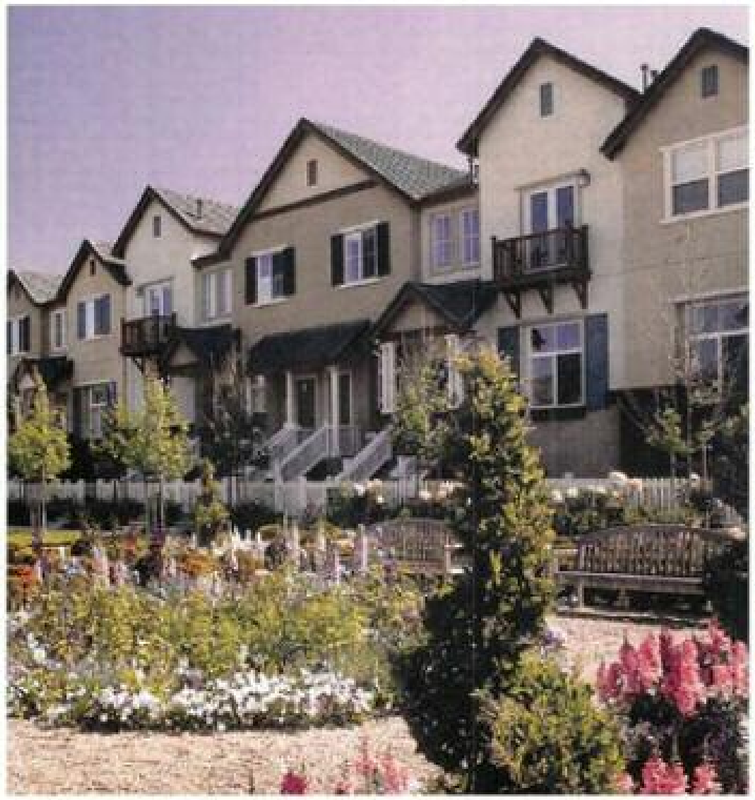
CANYON del RIO
FLAGSTAFF, ARIZONA

Attached Homes Village

The *Attached Homes Village*

As planned, Canyon del Rio will include beautiful new attached homes. Condos, Duplex-Style and Townhomes. With each home reflecting the life and lifestyle that people come to the high-country to enjoy.

And, while providing amazing style and amenities, these homes are lower maintenance allowing residents to enjoy more of the outdoors that meke Flagstaff such a special place to live.



CANYON del RIO
FLAGSTAFF, ARIZONA

The
Apartment Homes Village

Apartment Homes Village

Canyon del Rio will offer exceptional options for those seeking a true low maintenance, highly amentied life.

These Apartment Homes will have great features and amazing views. Plus they are the closest to the Village Center for entertainment and enjoying time with family and friends.

CANYON del RIO
FLAGSTAFF, ARIZONA

Signage & Furniture

Canyon del Rio is a total planned community where every detail and visual image we portray throughout our unique Villages is important.

Afterall, we want you to be as proud of Canyon del Rio as we are.

It's always the little touches that mean so much.

Signage & Street Furniture

CANYON del RIO

FLAGSTAFF, ARIZONA

Prepared for Canyon del Rio
By
Lions Gate Companies, LLC

Lions Gate Companies, LLC I 5619 East Cactus Road, Scottsdale, AZ 85254
480.947.4111 I CStricklan@LionsGateCompanies.com

PLOTTED: Dec 27, 2018–8:59am

CONCEPT ZONE PLAN OF
CANYON DEL RIO
FLAGSTAFF, ARIZONA

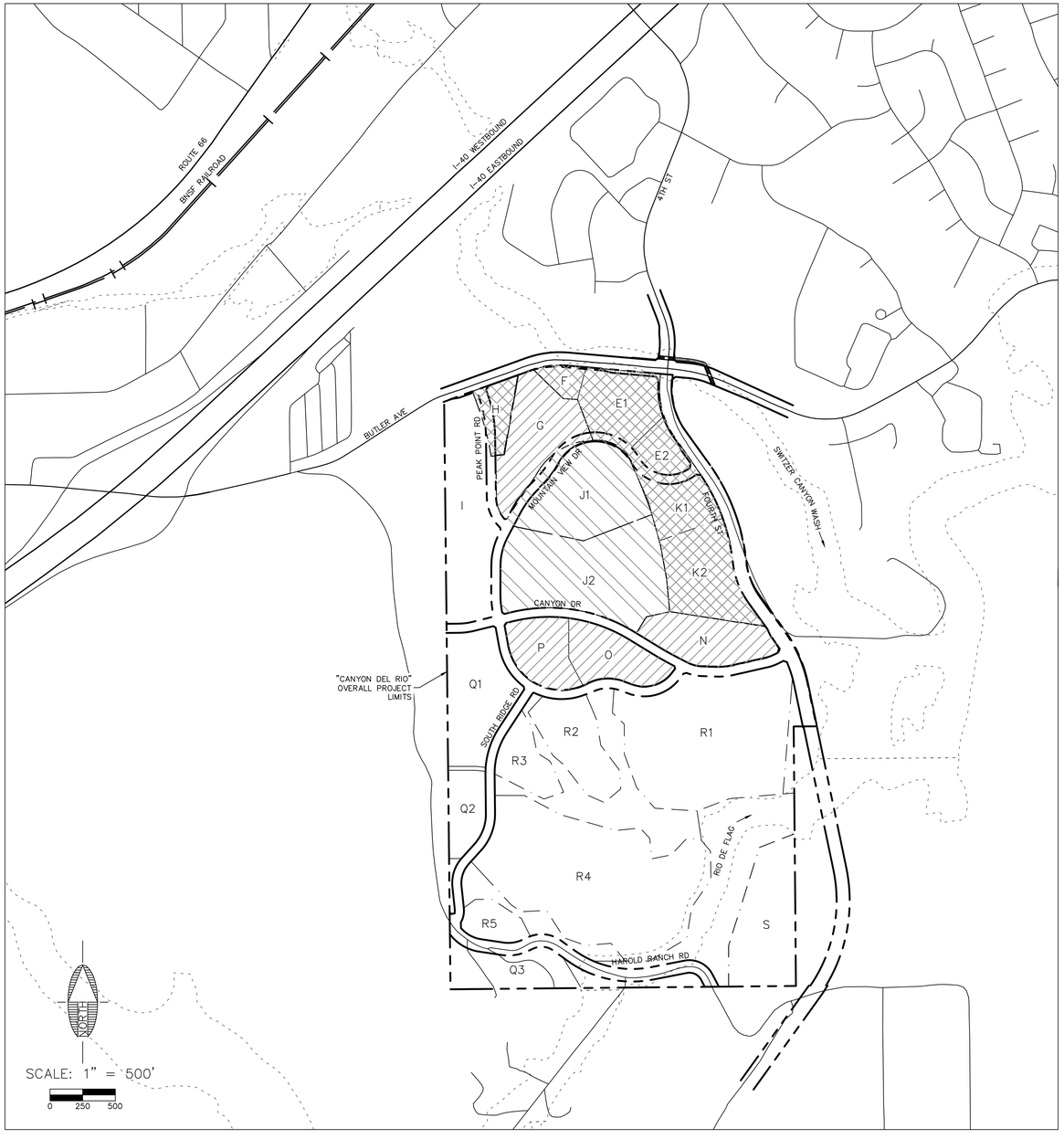
LOCATED IN THE WESTERN HALF OF SECTION 24, TOWNSHIP 21 NORTH
RANGE 7 EAST GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY.

LOT COVERAGE/BUILDING INFORMATION						
Parcel	**Existing Zoning**	**Proposed Zoning**	**Use**	**Net Acreage**	**Development Units**	**0.20 FAR SF**
E-1	R&D - Research and Development	HC-Highway Commercial	Office/Retail	6.4	N/A	55,757
E-2	R&D - Research and Development	HC-Highway Commercial	Office/Retail	2.5	N/A	21,780
F	R&D - Research and Development	HC-Highway Commercial	Office/Retail	1.4	N/A	12,197
G	R&D - Research and Development	MR-Medium Density Residential	Attached Residential	9.1	50	N/A
H	R&D - Research and Development	HC-Highway Commercial	Office/Retail	1.8	N/A	15,682
I	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	13.4	50	N/A
J-1	R&D - Research and Development	HR-High Density Residential	Attached Residential/Multi-Family/Apartments	11.6	240	N/A
J-2	R&D - Research and Development	HR-High Density Residential	Attached Residential/Multi-Family/Apartments	18.4	432	N/A
K-1	R&D - Research and Development	HC-Highway Commercial	Retail	4.6	N/A	40,075
K-2	R&D - Research and Development	HC-Highway Commercial	Retail	8.8	N/A	76,666
N	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Duplex Units	7.1	42	N/A
O	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Church or School	6	49	N/A
P	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Church or School	5.4	40	N/A
Q-1	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	10.2	41	N/A
Q-2	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	3.9	21	N/A
Q-3	MR-Medium Density Residential	MR-Medium Density Residential	Attached Residential/Duplex Units	6	80	N/A
R-1 thru 5	MR-Medium Density Residential	MR-Medium Density Residential	Detached Residential	73.2	367	N/A
S	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	10.6	14	N/A
Total Commercial Acreage					25.5	
Total Residential Units					1426	
Total Acreage ROW					22.6	

Notes:

1. Open space areas are reserved throughout the project consisting of areas between parcels and the floodplain areas within the Rio De Flag. Refer to Sheet 3 for the locations of open space and trails.

2. Floor areas shown on parcels E1/E2, K1/K2, and L are from site capacity calculations. Ultimate maximum floor areas may be different based on the actual type of development. A 0.20 FAR was used for the impact analyses and also for calculating the building square footages listed in the table.



VICINITY MAP

PROJECT INFORMATION

SITE ADDRESS: TO BE ASSIGNED (CURRENTLY A PORTION OF THE PARCELS ASSOCIATED WITH THIS PROJECT ARE LOCATED AT 3200 E. BUTLER AVENUE.)

APNS: 106-08-005N
106-08-005M
106-08-005L
106-08-005P

PROPERTY OWNER: CANYON DEL RIO INVESTORS, LLC
2700 N CENTRAL AVE, NINTH FLOOR
PHOENIX, AZ 85004
CONTACT: ROBERT M. SEMPLE, CPA

PROJECT DEVELOPER: RAC PARTNERS, LLC
1750 RAILROAD SPRING BLVD #10
FLAGSTAFF, AZ 86001
TEL: (928) 699-1169
CONTACT: BRIAN RHOTON

PROJECT ENGINEER: SHEPHARD-WESNITZER, INC.
110 W. DALE AVENUE
FLAGSTAFF, ARIZONA 86001
TEL: 928-773-0354
CONTACT: GUILLERMO CORTES, PE

A. 226,156 SQ. FT. OF COMMERCIAL LAND USES ARE POSSIBLE BASED ON 25.5 ACRES AT A 0.2 FLOOR AREA RATIO.
B. PER THE LOT COVERAGE/BUILDING INFORMATION TABLE, 1,426 RESIDENTIAL UNITS ARE PROPOSED.
C. BASED ON 1,426 UNITS, THE GROSS DENSITY OF THE PROJECT IS 5.5 UNITS PER ACRE.
D. 55.8 ACRES (21.3%) OF OPEN SPACE IS BEING PROVIDED.

PARCELS TO BE REZONED

27.6 ACRES TO BE REZONED FROM RESEARCH & DEVELOPMENT (R&D) TO MEDIUM DENSITY RESIDENTIAL DISTRICT (MR), PARCELS G, N, O, AND P.

30.0 ACRES TO BE REZONED FROM RESEARCH & DEVELOPMENT (R&D) TO HIGH DENSITY RESIDENTIAL DISTRICT (HR), PARCELS J1, J2.

25.5 ACRES TO BE REZONED FROM RESEARCH & DEVELOPMENT (R&D) TO HIGHWAY COMMERCIAL DISTRICT (HC), PARCELS E1, E2, F, H, K1, AND K2.

TOTAL AREA TO BE REZONED = 83.88 ACRES

LEGEND

SITE BOUNDARY
LOT BOUNDARY
PROPOSED ROW
100-YR FLOODPLAIN

SHEET INDEX		
SHEET #	DWG #	SHEET TITLE
1	CVR	COVER SHEET
2	CP1	CONTEXT ANALYSIS MAP
3	CP2	CONCEPT ZONE PLAN
4	CP3	BUILDING LOCATIONS AND PARKING AREAS

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

CANYON DEL RIO

COVER SHEET

JOB NO: 13184
DATE: DEC 18
SCALE: AS SHOWN
DRAWN: MW./KMB
DESIGN: AHB/SCI
CHECKED: GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.SWI0Z.com

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

DRAWING NO.
CVR

SHT NO. 1 OF 4

FILE: P:\2013\13184\Drawings\Concept Plan\CVR-13184-ZONE PLAN.dwg SW-C3D-18

PLOTTED: Dec 27, 2018–8:59am

FOXGLENN SUBDIVISION
KNOLES ELEMENTARY SCHOOL
COCONINO HUMANE ASSOCIATION
SINAGUA HEIGHTS SUBDIVISION
SINAGUA MIDDLE SCHOOL
106–08–003F
ZONED: RR
EXISTING USE: UNDEVELOPED
106–08–005G
ZONED: R&D
EXISTING USE: UNDEVELOPED
106–08–001C
ZONED: PF
EXISTING USE: UNDEVELOPED
RURAL FLOODPLAIN
FUTURE FOURTH STREET CONNECTION TO HWY. POWELL BLVD.
E. BUTLER AVE.
106–08–005G
ZONED: R&D
EXISTING USE: UNDEVELOPED
106–04–007B
ZONED: STATE LAND
EXISTING USE: UNDEVELOPED
106–08–005C
ZONED: MR
EXISTING USE: UNDEVELOPED
PARCEL S
ZONED: R1
EXISTING USE: UNDEVELOPED
106–07–033
ZONED: ER
EXISTING USE: UNDEVELOPED
PARCEL N
EXISTING ZONING: R&D
PROPOSED ZONING: MR
EXISTING USE: UNDEVELOPED
PARCEL K2
EXISTING ZONING: R&D
PROPOSED ZONING: HC
EXISTING USE: UNDEVELOPED
PARCEL R1
ZONED: MR
EXISTING USE: UNDEVELOPED
E. FOURTH ST.
PARCEL K1
EXISTING ZONING: R&D
PROPOSED ZONING: HC
EXISTING USE: UNDEVELOPED
PARCEL E2
EXISTING ZONING: R&D
PROPOSED ZONING: HC
EXISTING USE: UNDEVELOPED
CANYON DEL RIO
106–07–012A
ZONED: ER
EXISTING USE: UNDEVELOPED
PINEHURST APARTMENTS
106–08–005K
ZONED: HC
EXISTING USE: APARTMENTS
PARCEL E1
EXISTING ZONING: R&D
PROPOSED ZONING: HC
EXISTING USE: UNDEVELOPED
106–07–001C
ZONED: COUNTY
EXISTING USE: RESIDENTIAL
PARCEL F
EXISTING ZONING: R&D
PROPOSED ZONING: HC
EXISTING USE: UNDEVELOPED
PARCEL J2
EXISTING ZONING: R&D
PROPOSED ZONING: HR
EXISTING USE: UNDEVELOPED
PARCEL J1
EXISTING ZONING: R&D
PROPOSED ZONING: HR
EXISTING USE: UNDEVELOPED
PARCEL O
EXISTING ZONING: R&D
PROPOSED ZONING: MR
EXISTING USE: UNDEVELOPED
PARCEL R2
ZONED: MR
EXISTING USE: UNDEVELOPED
PARCEL R4
ZONED: MR
EXISTING USE: UNDEVELOPED
PARKS RANCH RD.
106–07–010
ZONED: COUNTY
EXISTING USE: RESIDENTIAL
MOUNTAIN VIEW DRIVE
PARCEL G
EXISTING ZONING: R&D
PROPOSED ZONING: MR
EXISTING USE: UNDEVELOPED
PARCEL P
EXISTING ZONING: R&D
PROPOSED ZONING: MR
EXISTING USE: UNDEVELOPED
PARCEL R3
ZONED: MR
EXISTING USE: UNDEVELOPED
106–07–011B
ZONED: ER
EXISTING USE: RESIDENTIAL
PARCEL H
EXISTING ZONING: R&D
PROPOSED ZONING: HC
EXISTING USE: UNDEVELOPED
PEAK POINT ROAD
SOUTH RIDGE ROAD
PARCEL Q3
ZONED: MR
EXISTING USE: UNDEVELOPED
ROADWAY CONNECTION WITH E. BUTLER AVE.
PARCEL R5
ZONED: R1
EXISTING USE: UNDEVELOPED
106–08–005H
ZONED: HC
EXISTING USE: UNDEVELOPED
PARCEL I
ZONED: R1
EXISTING USE: UNDEVELOPED
PARCEL Q1
ZONE: R1
EXISTING USE: UNDEVELOPED
PARCEL Q2
ZONED: R1
EXISTING USE: UNDEVELOPED
106–04–006C
ZONED: HR
EXISTING USE: UNDEVELOPED
106–04–006B
ZONED: RR
EXISTING USE: UNDEVELOPED
106–04–007B
ZONED: HC
EXISTING USE: UNDEVELOPED
FUTURE ROADWAY CONNECTION WITH LITTLE AMERICA DEVELOPMENT
FUTURE ROADWAY CONNECTION WITH LITTLE AMERICA DEVELOPMENT
106–04–005B
EXISTING ZONING: ER
TO BE REZONED PER LITTLE AMERICA REZONE APPLICATION
106–09–002
ZONED: ER
EXISTING USE: UNDEVELOPED
106–04–009E
ZONED: HC
EXISTING USE: TRUCK STOP/ RESTAURANT
INTERSTATE 40
LAS BRISAS
PARK
A1 4.56 AC
A2 8.64 AC
A3 5.78 AC
B2 2.5 AC
D 4.55 AC
E 6.94 AC
F 2.93 AC
H 4.10 AC
I 2.92 AC
J 3.10 AC
K 4.09 AC
L 4.69 AC
M 3.34 AC
O 7.55 AC
Q 4.0 AC
R 3.6 AC
S 5.5 AC
T 7.8 AC

NORTH

SCALE: 1" = 300'

0 150 300

NOTES:
1. NAIPTA ROUTE 3 TRAVELS EAST AND WEST ON BUTLER AVENUE IN THE VICINITY OF THE PROJECT. THE CLOSEST EASTBOUND BUS STOP IS LOCATED AT LITTLE AMERICA AND THE CLOSEST WESTBOUND STOP IS LOCATED AT BLACK BARTS.

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT–OF–WAY
- LOT
- 100–YEAR FLOODPLAIN
- SLOPE RESOURCES 17–24.99% (TOTAL 21.28 ACRES)
- SLOPE RESOURCES 25–34.99% (TOTAL 6.65 ACRES)
- SLOPE RESOURCES >35% (TOTAL 7.98 ACRES)
- EXISTING TREE CANOPY (73.94 ACRES)

FLAGSTAFF ARIZONA

CANYON DEL RIO

CONTEXT ANALYSIS MAP

JOB NO: 13184
DATE: DEC 18
SCALE: AS SHOWN
DRAWN: SCI/KMB
DESIGN: SCI
CHECKED: GEC

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

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
CP1

SHT NO. 2 OF 4

FILE: P:\2013\13184\Drawings\Concept Plan\13184 – Context Analysis Map.dwg SWI–CDD–18

PLOTTED: Dec 27, 2018–8:59am

FUTURE 4TH STREET CONNECTION TO J.W. POWELL BLVD.

PROPOSED 20" WATER STUB FOR FUTURE WATER MAIN CONNECTION FROM J.W. POWELL

PROPOSED FOURTH STREET INTERSECTION

EXISTING RURAL FLOODPLAIN

PROPOSED 12" SEWER (TYP.)

PROPOSED 20" WATER LINE (TYP.)

FOURTH STREET

CANYON DRIVE

PARCEL S
ZONED: R1
10.6 ACRES, 14
RESIDENTIAL LOTS

PROPOSED 8"/12" CONNECTIONS TO EXISTING SEWER MANHOLE

EXISTING RURAL FLOODPLAIN

PARCEL R1
ZONED: MR
25.2 ACRES, 132
RESIDENTIAL LOTS

DETENTION AREA

EXISTING 42" SEWER (TYP.)

TRAIL

TRACT B
FLOODPLAIN TO BE DEDICATED TO CITY OF FLAGSTAFF OPEN SPACE

EXISTING 12" RECLAIM WATER (TYP.)

PROPOSED FOURTH STREET INTERSECTION

EXISTING 21" SEWER (TYP.)

CONNECT TO EXISTING WATER AND SEWER MAINS

FOURTH STREET (EXISTING)

PARCEL K2
EXISTING ZONING: R&D
PROPOSED ZONING: HC
8.8 ACRES

PARCEL K1
EXISTING ZONING: R&D
PROPOSED ZONING: HC
4.6 ACRES

OPEN SPACE

TRAIL

PARCEL N
EXISTING ZONING: R&D
PROPOSED ZONING: MR
7.2 ACRES, DUPLEX 42
UNITS

OPEN SPACE

DETENTION AREA

PARCEL E2
EXISTING ZONING: R&D
PROPOSED ZONING: HC
2.6 ACRES

PROPOSED CONNECTION TO EXISTING 20" WATER STUB

DETENTION AREA

TRACT A
OPEN SPACE FOR TRAILS AND DRAINAGE

PARCEL E1
EXISTING ZONING: R&D
PROPOSED ZONING: HC
6.7 ACRES

MOUNTAIN VIEW DRIVE

DETENTION AREA

OPEN SPACE

PARCEL R4
ZONED: MR
31.2 ACRES, 161
RESIDENTIAL LOTS

EXISTING HIGH POINT

PARCEL J1
EXISTING ZONING: R&D
PROPOSED ZONING: HR
11.6 ACRES APARTMENT
240 UNITS

PARCEL J2
EXISTING ZONING: R&D
PROPOSED ZONING: HR
18.4 ACRES, APARTMENT
432 UNITS

TRAIL

PARCEL F
106-08-005P
STATE OF ARIZONA
2700 N CENTRAL AVE
NINTH FLOOR
PHOENIX AZ 85004
EXISTING ZONING: R&D
PROPOSED ZONING: HC
1.5 ACRES

TRAIL

OPEN SPACE

PARCEL Q
EXISTING ZONING: R&D
PROPOSED ZONING: MR
6.1 ACRES, 49
TOWNHOUSE UNITS
OR POTENTIAL CHURCH

PARCEL R2
ZONED: MR
7.1 ACRES, 37
RESIDENTIAL LOTS

DETENTION AREA

TRACT D
OPEN SPACE FOR TRAILS AND DRAINAGE

HAROLD RANCH RD

TRACT C
OPEN SPACE

EXISTING HIGH POINT

PARCEL G
EXISTING ZONING: R&D
PROPOSED ZONING: MR
9.1 ACRES, 50
TOWNHOUSE UNITS

PARCEL P
EXISTING ZONING: R&D
PROPOSED ZONING: MR
5.5 ACRES, 44
TOWNHOUSE UNITS
OR POTENTIAL SCHOOL

PARCEL R3
ZONED: MR
3.9 ACRES, 21 LOTS

SOUTH RIDGE ROAD

E. BUTLER AVENUE

OPEN SPACE

PARCEL H
106-08-005P
STATE OF ARIZONA
2700 N CENTRAL AVE
NINTH FLOOR
PHOENIX AZ 85004
EXISTING ZONING: R&D
PROPOSED ZONING: HC
1.8 ACRES

PEAK POINT ROAD

MOUNTAIN VIEW DRIVE

RIO VISTA WEST

PARCEL Q1
ZONED: R1
10.6 ACRES, 41
RESIDENTIAL LOTS

PARCEL R5
ZONED: MR
3.2 ACRES, 16
RESIDENTIAL LOTS

OPEN SPACE

PARCEL Q3
ZONED: MR
6.4 ACRES, 80 WORK
FORCE HOUSING
UNITS

LOT 1
ZONED: R1
13.5 ACRES, 50
RESIDENTIAL LOTS

EXISTING HIGH POINT

TRACT F
OPEN SPACE

PARCEL Q2
ZONED: R1
3.8 ACRES, 21
RESIDENTIAL LOTS

PROPOSED BUTLER AVENUE INTERSECTION

DETENTION AREA

TRAIL

CONNECT TO EXISTING WATER AND SEWER MAINS

12" WATER STUB
10" SEWER STUB
FOR CONNECTION TO FUTURE
LITTLE AMERICA DEVELOPMENT

FUTURE ROADWAY CONNECTION WITH LITTLE AMERICA DEVELOPMENT

TRACT E
OPEN SPACE

FUTURE ROADWAY CONNECTION WITH LITTLE AMERICA DEVELOPMENT

NORTH

SCALE: 1" = 200'

0 100 200

NOTES:

1. PURSUANT TO THE APPROVED DRAINAGE IMPACT ANALYSIS (DIA), THE DEVELOPER SHALL MITIGATE THE IDENTIFIED DOWNSTREAM IMPACTS. THE DIA HAS IDENTIFIED SEVERAL CONCEPTUAL MITIGATION STRATEGIES INCLUDING ON-SITE AND OFF-SITE MITIGATIONS. PRIOR TO APPROVAL OF THE FIRST SITE PLAN AND/OR SUBDIVISION PLAT OR ANY DEVELOPMENT, SPECIFIC STRATEGIES MUST BE IDENTIFIED AND APPROVED BY THE CITY AND REFLECTED ACCORDINGLY ON ANY PLATS AND/OR PLANS. IF ON-SITE STRATEGIES ARE CHOSEN, EACH PHASE OF DEVELOPMENT SHALL MITIGATE PROPORTIONAL IMPACTS. A MASTER PLAN FOR PHASING OF ON-SITE MITIGATIONS MAY BE REQUIRED TO ENSURE THAT EACH PHASE CAN MITIGATE PROPORTIONAL IMPACTS. EACH PHASE OF DEVELOPMENT SHALL MITIGATE THEIR FAIR PROPORTIONATE SHARE OF THE IMPACT IDENTIFIED IN THE DIA. DETENTION, LID, AND RETENTION MUST STAND ALONE FOR EACH PHASE OF THE PROJECT. ANY PHASE REQUIRING OFFSITE IMPROVEMENTS IMPACTING DRAINAGE COURSES, PEAK FLOWS OR TOTAL RUNOFF VOLUME, SUCH AS THE SPINE ROAD, WILL MITIGATE THESE IMPACTS WITH THE IMPLEMENTATION OF SAID PHASE.
2. FUTS AND SOCIAL TRAIL LOCATIONS WILL BE COORDINATED WITH THE FINAL DETENTION BASIN DESIGN.
3. FUTS TO BE CONSTRUCTED OR REVITALIZED PER C.O.F. DETAIL 14-01-010.

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- LOT
- PROPOSED SOCIAL TRAIL
- PROPOSED FUTS TRAIL
- EXISTING FUTS TRAIL
- PROPOSED DETENTION BASIN (ACREAGE TO BE DETERMINED DURING FINAL DESIGN)
- PROPOSED OPEN SPACE (55.85 ACRES)
- 100-YEAR FLOODPLAIN (8.71 ACRES)

FLAGSTAFF
ARIZONA

CANYON DEL RIO

CONCEPT ZONE PLAN

JOB NO:	13184
DATE:	DEC 18
SCALE:	1"=200'
DRAWN:	MW//KMB
DESIGN:	AHB/SCI
CHECKED:	GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
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928.774.8934 fax
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SWI
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REVISIONS			
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PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

DRAWING NO.
CP2

SHT NO. 3 OF 4

FILE: P:\2013\13184\Drawings\Concept Plan\CONCEPT ZONE PLAN.dwg SWI-C3D-18

PLOTTED: Dec 27, 2018–8:59am

NOTES:
1. THE FINAL SIZES OF THE WATER AND SEWER LINES WILL BE DETERMINED BY THE WATER SEWER IMPACT ANALYSIS FROM THE CITY OF FLAGSTAFF AND THE ENGINEERING WATER AND SEWER SYSTEM DESIGN REPORT.

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- LOT
- W — W — EXISTING SEWER LINE
- SS — SS — EXISTING WATER LINE
- G — G — G — EXISTING GAS LINE

NORTH

SCALE: 1" = 200'

0 100 200

CONCEPTUAL BUILDING AND PARKING LOCATIONS

CANYON DEL RIO

FLAGSTAFF
ARIZONA

JOB NO:	13184
DATE:	DEC 18
SCALE:	AS SHOWN
DRAWN:	SCI/KMB
DESIGN:	GEC
CHECKED:	GEC

Shephard Wesnitzer, Inc.
75 Kallof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
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PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

DRAWING NO.
CP3

SHT NO. 4 OF 4

FILE: P:\2013\13184\Drawings\Concept Plan\BUILDING LOCATIONS.dwg SW-C3D-18

APPROVED COPY 1-29-15

AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT

This Amendment to Settlement and Release Agreement ("Amendment") is made and entered into as of this 29th day of January, 2015 ("Execution Date"), by and between: Canyon del Rio Investors, LLC, an Arizona Limited Liability Company ("CDRI") and the City of Flagstaff, an Arizona Municipal Corporation ("City").

CDRI and the City will be referred to collectively in this Amendment as "Parties, or each individual as a "Party".

RECITALS

A. On May 9, 2013, CDRI and the City entered into a Settlement and Release Agreement, a true and correct copy of which is attached hereto as **"Exhibit A"** ("Settlement Agreement").

B. CDRI and the City wish to amend the Settlement Agreement as set forth herein. All defined terms not specifically identified herein shall bear the meaning set forth in the Settlement Agreement.

C. All terms of the Settlement Agreement remain in full force and effect except for those terms specifically amended herein.

In consideration of the mutual representations, warranties, covenants, agreements and releases set forth in the Settlement and Release Agreement as amended herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are incorporated as part of this Amendment. The Parties agree that the Recitals are contractual and not mere Recitals.

2. The "CDR Property" as described in the Settlement Agreement is amended to the "CDRI Property" in the Settlement Agreement and this Amendment.

3. Paragraph 2(a) of the Settlement Agreement ("Specific Plan Amendment") is deleted and all further references in the Settlement Agreement to the Amended 1984 Plan and the MPRA are deleted because (a) the Parties concur the Specific Plan Amendment is not needed for Approval of the Zoning Application and (b) certain provisions of the 1984 Specific Plan, as agreed upon by the Parties, will be included in the Development Agreement. The removal of references to the proposed "Amended 1984 Plan" and/or to amending the 1984 Specific Plan do not terminate or effect the 1984 Specific Plan.

4. After the Execution Date of the Settlement Agreement (May 9, 2013), the City Council Approved (January 14, 2014) and the Flagstaff Voters Ratified (May 20, 2014) the Flagstaff Regional Plan 2030 ("Current Regional Plan"). The Parties concur the Zoning Application is in conformance with the Current Regional Plan and, accordingly, the Regional Plan Amendment is no longer needed. Therefore, paragraph 2(c) of the Settlement Agreement ("Regional Plan Amendment") is deleted.

5. Paragraph 2(d) of the Settlement Agreement ("Zoning Application") is modified to provide the Zoning Application was submitted and reviewed by the City. The last sentence of Section 2(d) of the Settlement Agreement is deleted and replaced with the following: The Parties agree to convert the Zoning Application to a "Rezone with Concept Plan" Application which will be submitted by CDRI and processed by the City, this along with the Development Agreement and the Block Plat referred to in Section 3(b) are the "Entitlement Documents."

6. Paragraph 2(e) of the Settlement Agreement ("Timing and Procedures") is deleted and replaced by the following: The Parties agree to develop a timeframe for the review of the Entitlements by the Planning and Zoning Commission and Council, as appropriate, once CDRI has completed its impact analyses and those analyses have been accepted as complete by the City. The Parties further agree to schedule and Notice the Entitlements Applications for Hearing by the Planning Commission and City Council for dates that are as expeditious as is reasonably and legally possible once the Entitlements Applications and associated supportive materials (such as, but not limited to, the impact analyses) are accepted as complete by the City and the on and off-site mitigations identified and attributable to CDR are documented in the development agreement. Attached as **Exhibit B** is a Timeline for Canyon del Rio. This Timeline is an estimation of reasonable, expeditious processing by the City. Both Parties recognize that circumstances unforeseen by either Party or both Parties may make the indicated timeframes impossible or unreasonable for the City and/or CDRI to accommodate whereupon the Parties will continue in good faith with their reasonable, expeditious processing of the Entitlements Applications through completion of the Entitlements processes.

7. Paragraph 3(b) of the Settlement Agreement ("Block Plat Approval") and other references in the Settlement Agreement to Block Plats are amended to confirm that one Block Plat (not multiple Block Plats) will be processed for the approximately 262 acre CDRI Property.

8. Paragraph 3(c) of the Settlement Agreement ("Zoning Confirmation") is amended to delete all references to "UC" (because that Zoning District no longer exists in the City), to replace all such references to "UC" with "HC" and all further references in the Settlement Agreement to the UC Zoning District and the "UC Parcels" are replaced with the HC Zoning District and the "HC Parcels".

9. Paragraph 3(l) of the Settlement Agreement ("Parcel O&P Sale") is amended to add (in the first sentence) "and/or school" after "church" and to add (also in the first sentence) "(if necessary)" after "the City's CUP process."

10. Paragraph 4 of the Settlement Agreement ("Settlement Implementation") is amended to delete references to the Deposit (pursuant to paragraph 11 of this Amendment).

11. Paragraph 5 of the Settlement Agreement ("Existing Butler Avenue Assessment") is deleted and replaced with the following:

Effective upon the Effective Date of this Amendment, the Parties hereby terminate the Account and hereby mutually instruct the Escrow Agent to disburse within ten (10) days of the Effective Date of this Amendment to the City of Flagstaff the amount of $21,861.00 ($11,387 (Traffic) + $10,474 (WSIA)) for currently due fees. All funds remaining (including accrued interest) in the Account (less Escrow Agent's fees, if any) shall be disbursed to CDRI. The Parties further agree:

a. All fees (if any) charged by Escrow Agent in connection with the Account shall be CDRI's (not the City's) responsibility and shall be deducted from the Account prior to disbursement of remaining funds in the Account to CDRI.
b. Without prejudice or effect (for or against) either Party's legal, factual and/or procedural position in the Maricopa County Action, the Maricopa County Action shall remain pending and stayed until below paragraph 11.b.1, 2 and/or 3 is satisfied.
    1. If the Zoning Application is Approved and Effective, the Development Agreement is Approved, Effective and Recorded, and the Block Plat is Approved, Effective and Recorded (collectively the "Approved and Effective Entitlements"), then CDRI shall pay to the City the sum of $123,781.50 representing the remaining amount of the Butler Avenue assessment at issue in the Maricopa County Action. Attached to this Amendment as Exhibits C, D and E are: 1) a fully executed Promissory Note for $123,781.50 secured by; 2) a Deed of Trust which places the City of Flagstaff in first priority position; and 3) a Deed of Release and Reconveyance. Exhibit D

(Deed of Trust) may be recorded by the City in the event that CDRI does not pay the sum of $123,781.50 within thirty days of the effective date of the last adopted Entitlement Document and CDRI hereby agrees to pay the property taxes then due on the CDR Land Investors I, LLC Property as defined in the Deed of Trust (Exhibit D hereto) prior to the City's Recordation of the Deed of Trust. If Exhibit D (Deed of Trust) is recorded then the City shall Record E (Deed of Release and Reconveyance) upon either:

(i) CDRI paying the sum of $123,781.50 to the City; or

(ii) A final determination in the Maricopa County Action that CDRI is not required to pay the $123,781.50 to the City.

2. Upon the Effective Date of this Amendment, CDRI agrees that neither it nor CDR Land Investors I, LLC will voluntarily encumber the property that secures the Deed of Trust (Exhibit D hereto) until either: 1) CDRI pays the total sum of $123,781.50 to the City; or 2) the City otherwise records the Deed of Release and Reconveyance of the Deed of Trust; or 3) the Maricopa County Action is re-activated or reinstated. The City may record a notice of restriction on liens and encumbrances consistent with this Amendment. The City agrees to record a release of that notice upon the occurrence of any of the three events listed above.

3. Contingent on CDRI having submitted or re-submitted (as applicable) its Entitlements Applications (including updated impact analyses) by January 27, 2015 or at such time before or after as CDRI submits such Applications ("Application Submittal Date") then City Staff and CDRI representatives shall, within the spirit of above paragraph 6 of this Amendment, exercise good faith and diligent efforts to mutually resolve (to the extent reasonably possible) outstanding Staff Comments on the Entitlements Applications whereupon City Staff shall provide clearance for the Entitlements Applications to be Noticed, Advertised and Posted for Planning Commission and City Council Hearings. If CDRI determines that the Entitlements Applications have not been or will not be timely reviewed and processed by City Staff and/or will not be heard by the Planning Commission and City Council within the spirit of above paragraph 6 of this Amendment, then CDRI may elect to defer pursuit of the Entitlements and re-activate the Maricopa County Action whereby, upon re-activation of such Action, the

Promissory Note for $123,781.50 and the Deed of Trust securing that Note are void.

4. If the Council does not approve the Zoning Application, Development Agreement and Block Plat after the hearings, then the Promissory Note for $123,781.50 and the Deed of Trust securing that Note are void and the Maricopa County Action shall be reinstated.

12. Paragraph 6 of the Settlement Agreement ("Disposition of the Lawsuits") is amended as necessary to provide that, pursuant to Paragraph 11 of this Amendment, the Coconino County Action may be Dismissed prior to Dismissal of the Maricopa County Action because:

a. The Coconino County Action will be Dismissed within ten (10) days of achieving Approved and Effective Entitlements; provided, however,

b. The Maricopa County Action will not be Dismissed until either:

1. The $123,781.50 is paid to the City pursuant to Paragraph 11(b)(1) of this Amendment, or

2. Disposition of the Maricopa County Action is finally decided by the Court pursuant to Paragraph 11(b)(2) of this Amendment.

The Parties have executed this Amendment as of the Execution Date.

CANYON DEL RIO INVESTORS, LLC

By: _____
Robert M. Semple, Manager

CITY OF FLAGSTAFF

By: _____

Its: _____

APPROVED AS TO FORM AND CONTENT BY COUNSEL:

CITY OF FLAGSTAFF

By: _____
Michelle D'Andrea
City Attorney

ATTEST:

By: _____
City Clerk

BURCH & CRACCHIOLO, P.A.

By: _____
EDWIN C. BULL
Attorney for Canyon del Rio Investors, LLC

ACKNOWLEDGED AND AGREED BY CDRI SUBSIDIARIES:

CDR LAND INVESTORS I, LLC,
an Arizona limited liability company

By: _____
Robert M. Semple, Manager

CDR LAND INVESTORS II, LLC,
an Arizona limited liability company

By: _____
Robert M. Semple, Manager

CDR LAND INVESTORS III, LLC,
an Arizona limited liability company

By: _____
Robert M. Semple, Manager

EXHIBIT A

ORIGINAL

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into as of the 19 day of MAY, 2013 ("Execution Date"), by and between: (i) CANYON DEL RIO INVESTORS, LLC, an Arizona limited liability company ("CDR"); and (ii) THE CITY OF FLAGSTAFF, an Arizona municipal corporation ("City"). CDR and the City will be referred to collectively in the Agreement as the "parties," or each individually as a "party".

RECITALS

A. In May 2002, CDR purchased a parcel of real property ("Initial Property") from the Arizona State Land Department ("ASLD"), at public auction. The Initial Property is located within the City.

B. Between 2002 and 2006, CDR sold portions of the Initial Property to third party purchasers. That portion of the Initial Property held by CDR (or CDR's wholly owned subsidiaries) as of the Execution Date ("CDR Property") is described in Table Four, below.

C. In 2008, CDR filed suit against the City in Coconino County Superior Court, CV 2008-0245 ("Coconino County Action"), seeking, *inter alia*, declaratory relief, monetary damages, and injunctive relief relating to CDR Property.

D. In 2010, the City filed suit against CDR in Maricopa County Superior Court, CV 2010-017142, seeking, *inter alia*, monetary damages relating to CDR Property, and CDR filed Counterclaims (collectively, "Maricopa County Action").

E. The Coconino County Action and the Maricopa County Action (collectively, "Lawsuits") have not been resolved and remain pending.

F. Each party to this Agreement has made a careful and independent investigation into all of the facts deemed by such party to be material. Because of the expense and uncertain outcome of any litigation involving the claims asserted in the Lawsuits, the parties desire to enter into this Agreement in order to forever resolve all past, and present disputes or claims existing between them which relate to the Lawsuits or the CDR Property.

G. Each party acknowledges this Agreement is the product of arm's length negotiation and the compromise and settlement of disputed claims. The parties further agree and acknowledge that this Agreement is not intended to be, and shall not be construed as, a confession or admission of liability by any party or an admission of any fact. Without

limiting the foregoing, the parties further agree that this Agreement does not manifest an acceptance of the factual or legal positions taken or asserted by the other party in the Lawsuits.

IN CONSIDERATION OF the mutual representations, warranties, covenants, agreements and releases set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Recitals.** The foregoing Recitals are incorporated as a part of this Agreement, and the parties represent and warrant the truth of all that is contained in the Recitals. The parties agree the Recitals are contractual and not mere recitals.

2. **Development of CDR Property.** CDR and the City have agreed to settle and resolve the Lawsuits by implementing a comprehensive zoning and development plan for the CDR Property. CDR and the City shall use their best efforts to negotiate and implement the settlement using the following framework:[1]

a. ***Specific Plan Amendment.*** The Canyon del Rio 1984 Specific Plan ("1984 Plan") will be amended as required to make the 1984 Plan compatible and consistent with the terms and provisions of this Agreement and the City's current 2011 zoning code ("2011 Zoning Code"). The 1984 Plan, as amended ("Amended 1984 Plan"), will be re-confirmed as the applicable planning document governing the development on those portions of the Canyon del Rio project currently owned by CDR ("CDR Property"), in conjunction with the MRPA and the DA. CDR, through the adoption of the Amended 1984 Plan, will be identified as the successor to the ASLD with respect to the CDR Property. In case of conflict between the Amended 1984 Plan and the 2011 Zoning Code, the Amended 1984 Plan will control as to the non-rezoned parcels identified in Table Four, and the 2011 Zoning Code will control as to the rezoned parcels identified in Table Four. In all cases, the terms and conditions of this Agreement will control.

b. ***Development Agreement.*** The Development Agreement ("DA") will be a separate component of the Entitlement Documents and will identify physical and financial responsibilities for specific and necessary public improvements, project phasing, and other related items, as outlined in this Agreement.

---

[1] The Amended 1984 Plan, the Zoning Application, the DA, the MRPA and the Block Plats (all as defined in this Agreement) will be referred to collectively as the "Entitlement Documents."

c. ***Regional Plan Amendment.*** A Minor Regional Plan Amendment ("MRPA") that modifies the existing Regional Plan as required to accommodate the Amended 1984 Plan, the DA and the Final Zoning will be processed for COF Council action.

d. ***Zoning Application.*** An application and supporting documentation ("Zoning Application") which proposes to implement the Final Zoning will be submitted by CDR and processed by the City. The Zoning Application will reflect the terms and conditions set forth in this Agreement, will meet the threshold requirements for a "Large Scale Zoning Map Amendment" and will be processed by the City concurrently with the balance of the Entitlement Documents.

e. ***Timing and Procedures.*** The DA, the MRPA, the Zoning Application, the Amended 1984 Plan, and all ancillary zoning and land use documents will be completed for submission to the COF Council within 180 days following CDR's formal submission of the rezoning applications. The COF Council will then have 60 days to approve or reject the entire settlement package. The 240 day aggregate period described in the preceding two sentences ("Final Approval Period") may be extended by the mutual written agreement of CDR and the City if, notwithstanding the parties' diligent and good faith efforts, additional time is required to complete any required task. If, for any reason, the COF Council has not granted final approval to the entire settlement package within the Final Approval Period (including any extensions), the Settlement Agreement will be null and void and the parties will resolve their disputes through the Lawsuits.

3. **Substantive Provisions of the Entitlement Documents**. The Entitlement Documents, as applicable, will contain and/or incorporate the following concepts and/or provisions:

a. ***Resource, Open Space & Easement Requirements.*** The forest and slope resources (collectively, "Resources") previously calculated by Nasser Turk and Shepard Wesnitzer ("Resource Report") may be used by CDR and incorporated in the DA and the Zoning Application and used as the basis for the Resource Report. The Resources may exist in the two "resource banks" and will be allocated by CDR within CDR Property as Parcels are sold and/or developed. This "banking" will allow Resources within residential areas to be transferred and reallocated to other residential areas and, similarly, Resources within commercial areas to be transferred and reallocated to other commercial areas. Accordingly, while Resource allocations for specific Parcels may vary from applicable zoning requirements, the aggregate Resource allocations for the residential and commercial areas within the CDR Property will be consistent with the City's 1991 Zoning Code or the 2011 Zoning Code, at CDR's election, and the resource plan approved as part of the zoning. CDR and the City will incorporate a specific

"Resource Plan" for the CDR Property in the Amended 1984 Plan, MRPA and as part of the Zoning Application, and that Resource Plan will govern resource allocation within the CDR Property. CDR anticipates granting a deed of conservation easement to the Nature Conservancy (or similar non-profit organization) as part of the overall Resource Plan, which may (in CDR's discretion) include the establishment of a public park, open spaces and/or City's trail system. In addition, CDR (or CDR's successors) will grant and/or reconfirm existing and future easements for utilities, drainage, FUTS, *etc.*, which will be included in the final recorded plat for each Parcel within the CDR Property (each, a "Final Plat").

b. ***Block Plat Approval.*** Subject to the terms and conditions set forth in this Agreement, the Amended 1984 Plan, the Zoning Application and the DA will be based on a block plat concept for the CDR Property, with specific zoning and densities applied to each Parcel. The Block Plats will reflect spine infrastructure and large development tracts (*i.e.*, Parcels). The final Block Plats will be consistent with the structure outlined in this Agreement and the Zoning Application and will be incorporated in the Amended 1984 Plan and, as applicable, the MRPA. The City will not unreasonably withhold, delay or condition approval of Final Plats that are submitted in substantial accordance with this Agreement and the City's Subdivision Ordinance. As used in this Agreement, the term "Block Plat" means plats for the individual Parcels listed in Table Four, below, that are consistent with the City's Subdivision Ordinance, but do not include or reflect internal roadway or utility plans or lot, building or amenity locations.

c. ***Zoning Confirmation.*** City Staff will support the zoning and, as applicable, the residential densities set forth in the following Table Four, which will be incorporated in the Zoning Application:

Table Four

Parcel	Zoning	Use	Development Units[2]
E-1*	UC-Commercial	Office / Retail	N/A
E-2*	UC-	Office / Retail	N/A

[2] Notwithstanding the maximum densities set forth in Table Four, CDR will retain the right to make minor density transfers between/among residential Parcels, provided that any proposed density transfer by CDR complies with the underlying zoning.

	Commercial		
F*	UC-Commercial	Office / Retail	N/A
G*	MR-Med Density	Attached Residential	50
H*	UC-Commercial	Office / Retail	N/A
I	R1-SFR	Detached Residential	50
J-1*	HR-High Density	Attached Residential / Multi-Family/Apartments	240
J-2*	HR-High Density	Attached Residential / Multi-Family/Apartments	432
K-1*	UC-Commercial	Retail	N/A
K-2*	UC-Commercial	Retail	N/A
N*	MR-Med Density	Attached Residential / Duplex Units	42
O*	MR-Med Density	Attached Residential / Church or School	49
P*	MR-Med Density	Attached Residential / Church or School	40
Q-1	R1-SFR	Detached Residential	41

Q-2	R1-SFR	Detached Residential	21
Q-3	MR-Med Density	Attached Residential / Duplex Units	80
R 1-5	MR-Med Density	Planned Community	367
S	SR-LG Lot Residential	Detached Residential	14

1426 to 1442

All zoning relating to the CDR Property as set forth above ("Final Zoning") will be confirmed and approved in connection with the adoption and approval of the Entitlement Documents by the COF Council. Parcels marked with an * in Table Four, above, are to be re-zoned. A future Parcel owner may elect to seek a change to the zoning of any Parcel from the Final Zoning set forth above. If that occurs, the zoning change will be subject to the City's then applicable rules and procedures. CDR acknowledges that the City may not "pre-commit" to grant the Final Zoning and that approval and implementation of the Final Zoning is subject to the COF Council final approval in accordance with the 2011 Zoning Code, the Amended 1984 Plan and this Agreement. The City, however, acknowledges that implementation of the Final Zoning (and all of the Entitlement Documents) is a condition precedent to the implementation of the final settlement.

d. ***Parcels I, Q-1, Q-2, R & S.*** CDR will be permitted to develop Parcels I, Q-1, Q-2, R and S (collectively, "Residential Parcels") as residential properties, with no required attached residential product, based on the zoning designations and densities set forth in Table Four, above. Final Plat approval for the Residential Parcel(s) may be considered as part of a separate subdivision application concurrently with the final adoption of the Entitlement Documents or following the settlement, as CDR or future purchasers may determine. The Amended 1984 Plan will reflect the densities set forth in Table Four, above. As outlined above, the City will not unreasonably withhold, delay or condition approval of Final Plats that are submitted in substantial accordance with the Block Plats and the Amended 1984 Plan.

e. ***Parcels G, N, O & P.*** The 1984 Plan provides an alternative medium density residential zoning classification for Parcels G, N, O and P (collectively, "Med-Den Reserve Parcels"). CDR will be permitted to develop the Med-Den Reserve Parcels as attached single-family residential properties, based on the zoning designations and densities set forth in Table 4, above. Final Plat approval for the Med-Den Reserve

Parcel(s) may be considered as part of a separate application concurrently with the final adoption of the Entitlement Documents or following the settlement, as CDR or future purchasers may determine. The Amended 1984 Plan will reflect the densities set forth in Table Four, above. As outlined above, the City will not unreasonably withhold, delay or condition approval of Final Plats that are submitted in substantial accordance with the Block Plats and the Amended 1984 Plan.

f. ***Parcels J-1 and J-2.*** The 1984 Plan provides an alternative high density residential zoning classification for Parcels J-1 and J-2 ("High-Den Reserve Parcels"). CDR will develop the High-Den Reserve Parcels as multi-family residential properties (apartments), based on the zoning designations and densities set forth in Table Four, above. Final Plat approval for the High-Den Reserve Parcels may be considered as part of a separate application concurrently with the final adoption of the Entitlement Documents or following the settlement, as CDR or future purchasers may determine. The Amended 1984 Plan will reflect the densities set forth in Table Four, above. As outlined above, the City will not unreasonably withhold, delay or condition approval of Final Plats that are submitted in substantial accordance with the Block Plats and the Amended 1984 Plan.

g. ***Parcels E-1, E-2, F, H, K-1 & K-2.*** CDR and the COF Staff agree that the Urban Commercial ("UC") zoning is the appropriate zoning under the 2011 Zoning Code for Parcels E-1, E-2, F, H, K-1 and K-2 (collectively, "UC Parcels"). Final Zoning of the UC Parcels will occur concurrently with the final adoption of the Entitlement Documents. Final Plat approval for the UC Parcel(s) may be considered as part of a separate application concurrently with the final adoption of the Entitlement Documents or following the settlement, as CDR or future purchasers may determine. As outlined above, the City will not unreasonably withhold, delay or condition approval of Final Plats that are submitted in substantial accordance with the Block Plats and the Amended 1984 Plan.

h. ***Transfer of Parcel Q3 to the City.*** The DA will include the transfer of Parcel Q3 ("COF Residential Parcel") to the City, at no cost to the City, for its use in providing affordable housing ("AH"). The COF Residential Parcel represents approximately five percent (5%) of the overall residential density for CDR and satisfies the AH requirement for the CDR Property as a whole. CDR recognizes the City target for receiving AH incentives is ten percent (10%) of the overall residential density; therefore, if any developer of portions of the CDR Property (other than Q3) elects to include additional AH, the City will credit 5% or one-half of the 10% requirement when making its incentive calculations. AH development in addition to Parcel Q3 will not, however, be a prerequisite or condition to the development of any portion(s) of the CDR Property or the issuance of Final Plats in accordance with the terms and conditions set forth in this memo and the Entitlement Documents. The COF Residential Parcel will be

provided on an unimproved basis with the Q-3 Utility Infrastructure (as defined below) brought to the COF Residential Parcel property line. CDR will also be responsible for dedicating the Harold Ranch Road ROW and for the completion of the Q-3 Roadway Improvements (as defined below). The term "Q-3 Utility Infrastructure" will mean improvements identified by the Impact Studies (as defined below) that meet City's municipal requirements and are of sufficient size and capacity to accommodate the development of Parcel Q-3 for AH purposes and extending these water, sewer, traffic and drainage etc. improvements for that portion of Harold Ranch Road which is located on the CDR Property. The term "Q-3 Roadway Improvements" will mean the dedication of the Harold Ranch Road ROW and completing the roadway improvements required to finish that portion of Harold Ranch Road which is located on the CDR Property in a manner consistent with the City's Engineering Standards, the Impact Studies and the Final Zoning. The exact size and scope of the Q-3 Utility Infrastructure and the Q-3 Roadway Improvements will be set forth in the DA, provided, however, that the Q-3 Roadway Improvements East of Parcel Q-3 shall be limited to one lane of pavement in each direction installed to meet ten-year storm requirements, with no curb and gutter required. CDR's obligation to install the Q-3 Utility Infrastructure and the Q-3 Roadway Improvements will be subject to the Phasing Plan (to be developed in the rezoning case, as outlined below) and will be triggered by the recordation of a Final Plat for Parcel R-4 within the CDR Property.

i. ***Infrastructure; Development Phasing & Drainage.*** CDR will provide the infrastructure improvements required for the development of the CDR Property on a phased basis. City and CDR will work together in good faith to prepare, as part of the Zoning Application, a development and infrastructure phasing plan ("Phasing Plan") which is consistent with the Amended 1984 Plan and the Final Zoning. The Phasing Plan will be incorporated in the DA and/or the Amended 1984 Plan, as appropriate. CDR anticipates completing specific infrastructure improvements for the CDR Property at the point(s) required for the development of individual Parcels, based on sales and the overall demand for property in the Flagstaff market. The Phasing Plan will include applicable requirements for fire access, water and sewer service, and other public facilities. The City's current ordinances impose a rainwater harvesting regulation and an LID (low impact design) regulation of one inch (1") on-site storm water retention. The 1984 Plan does not include LID or rainwater harvesting provisions. CDR has agreed to comply with the City's LID requirements up to (but not exceeding) on-site stormwater retention of one-half inch (½"). CDR requests COF Council approval of: (i) an exemption from the rainwater harvesting regulations for the CDR Property; and (ii) application of a one-half inch (½") maximum LID requirement to the CDR Property (collectively "Waiver"). In all cases, CDR will obtain a Drainage Impact Analysis ("DIA") based on the City's LID/Stormwater standards at the time of preparation, as part of the Impact Studies. Drainage for the CDR Property will be handled, and LID calculations will be made, on a master-planned basis, with the use of regional drainage

facilities. The Waiver will be submitted to the COF Council for approval as part of the Settlement Agreement.

j. ***Butler Avenue / Butler & Fourth Street Intersection.*** CDR will agree to make all remaining payments relating to the existing Butler Avenue and Fourth Street Assessment ("Existing Assessment") immediately upon final approval and adoption of the Entitlement Documents and all associated zoning. The DA will include a budget for, and an allocation of, costs associated with anticipated future improvements to Butler Avenue, the Butler & Fourth Street intersection ("Intersection") and any other off-site/regional improvements reasonably required by the City and accepted by CDR as part of the approved DA (collectively, "Off-Site Improvements") based on the following structure:

(A) Promptly following execution of this Agreement, CDR will obtain an updated Traffic Impact Analysis, Water and Sewer Impact Analysis and DIA (collectively, "Impact Studies"), as reasonably required based on the Final Zoning.

(B) Subject to terms approved by the City and CDR, the DA will impose an obligation on CDR to pay for its proportionate share of the actual cost of the Off-Site Improvements attributable to the CDR Property's anticipated impact on public infrastructure as determined by the Impact Studies ("CDR Share").

(C) CDR will not be required to pay for (and the CDR Share will not include) Off-Site Improvements that are required to:

(i) elevate the existing Butler Avenue and Fourth Street intersection;

(ii) elevate the existing Butler Avenue roadway leading to or from the Butler Avenue and Fourth Street intersection;

(iii) elevate the existing north leg of Fourth Street roadway leading to or from the Butler Avenue and Fourth Street intersection;

(iv) Off-Site Improvements that are not necessitated by the CDR Property's anticipated impact on public infrastructure as determined by the Impact Studies; and

(v) Any drainage features or infrastructure required to convey stormwater under Butler Avenue and/or the Butler Avenue and Fourth Street intersection.

CDR understands and acknowledges the Final Zoning may require a new calculation of the CDR Share based on the Impact Studies. The revised CDR Share and the Phasing Plan will be an Exhibit to the DA in order to avoid any potential for future dispute.

k. ***Fourth Street South of Butler Avenue.*** With respect to the Fourth Street roadway south (from Butler Avenue through Parcel M), CDR will agree to pay for those improvements attributable to the CDR Property's anticipated impact on public infrastructure as determined by the Impact Studies. CDR also acknowledges that the City's Engineering Standards may require certain improvements to the Fourth Street roadway extending south from the Butler and Fourth Street intersection which otherwise exceed the CDR Property's anticipated impact on public infrastructure as determined by the Impact Studies and the City agrees, in connection with the preparation of the DA, to work with CDR, in good faith, to minimize any expense CDR may be required to incur in connection with the Fourth Street roadway south of the Butler and Fourth Street intersection which otherwise exceed the CDR Property's anticipated impact on public infrastructure and/or the CDR Share ("Additional Expense"). CDR will not be obligated to construct any other east-half roadway or edge improvements adjacent to Parcels D and L. CDR shall be free to seek a contribution agreement from the ASLD for the Additional Expense or any other aspect of the existing (or expected future) improvement of the Fourth Street roadway south of the Butler and Fourth Street intersection.

l. ***Parcel O & P Sale.*** CDR and the City agree Parcels O and P may be sold to, and developed as, a church – using the City's CUP process. Otherwise, the zoning for Parcels O and P will be as outlined in **Paragraphs 3(c) and (e)**, above.

4. **Settlement Implementation.** CDR and the COF Staff have approved the terms of this Agreement. CDR and the COF Staff will act diligently to submit this Agreement to the COF Council for approval at the earliest possible date (anticipated to be during the month of May 2013). Upon COF Council approval (including the Waiver), CDR and the City will promptly execute this Agreement, and CDR will promptly make the Deposit required by **Paragraph 5**, below. Upon execution of this Agreement ("Effective Date"), the parties will take the following actions to implement and carry out the terms of this Agreement as expeditiously as possible:

(A) CDR and the City will begin work on the MRPA and the DA;

(B) CDR will obtain the Impact Studies and initiate and diligently pursue the Zoning Application; and

(C) once finalized, the MRPA, the Zoning Applications, the DA and any other Entitlement Documents reasonably required to obtain final COF Council approval will be submitted to the City Planning and Zoning Commission for review and recommendation, and thereafter to the COF Council for final approval.

5. **Existing Butler Avenue Assessment**. Within ten (10) days of the Effective Date, CDR shall deposit, by wired or cashiered funds, the sum of $123,781.50 ("Deposit"), representing the remaining principal amount of the Butler Avenue assessment at issue in the Maricopa County Action, in a mutually-agreed interest bearing escrow account ("Account") with First American Title Insurance Company, Phoenix, Arizona ("Escrow Agent"), to be disbursed by Escrow Agent (with accrued interest) upon the first of the following events to occur:

(A) To the City upon the COF Council's formal and final approval of the Entitlement Documents;

(B) In accordance with written mutual instructions to the Escrow Agent executed by the City and CDR; or

(C) By order of the Court in the Maricopa County Action, in accordance with **Paragraph 6**, below.

CDR and the City will enter into Escrow Agent's standard form escrow instructions with respect to the Account. Any fees charged by Escrow Agent in connection with the Account will be deducted from the Account.

6. **Disposition of the Lawsuits.**

a. ***Interim Stay***. Following the Effective Date and upon CDR's delivery of the Deposit to Escrow Agent pursuant to **Paragraph 5**, above, CDR and the City shall authorize and instruct their respective counsel to jointly file with the Courts in both the Coconino County Action and the Maricopa County Action, a Notice of Tentative Settlement and Stipulation to Stay Action, in substantially the form of Exhibit "A" to this Agreement. CDR and the City, through their respective counsel, will take any and all necessary and appropriate actions to obtain an order of the Court to stay the Lawsuits pending the COF Council's formal and final approval of the Entitlement Documents. If either Court declines to issue such an order, CDR and the City agree to enter into an appropriate tolling agreement with respect to and to preserve their respective claims and defenses in that action, pending final approval of the Entitlement Documents.

b. ***Final Dismissal.*** Upon the formal and final approval of the Entitlement Documents and the Escrow Agent's disbursement of the Deposit to the City as contemplated in **Paragraph 5(A)**, above, and provided that CDR and the City have each fully performed their respective obligations under this Agreement, CDR and the City shall authorize and direct their respective counsel to file with the Courts in the Maricopa County Action and the Coconino County Action a Stipulation for Dismissal With Prejudice.

c. ***Return to Litigation***. If, despite the good faith and diligent efforts of COF Staff and CDR, final approval of the Entitlement Documents has not occurred within the time provided in **Paragraph 2(e)**, above, or such additional period as the parties agree to in writing, CDR and the City shall authorize and instruct their respective counsel to jointly file a motion to reinstate the Lawsuits on the Courts' active calendars in order to determine the merits of the parties' respective claims and defenses, including, but not limited to, the disposition of the Deposit. CDR and the City shall further authorize and instruct their respective counsel to work in good faith to establish a revised scheduling order that will permit the disclosure, discovery and motion practice reasonably required to properly and efficiently adjudicate the Lawsuits. In addition to awarding the Deposit to the appropriate party, the Court may award any other relief to which a party is entitled at law or in equity, including, but not limited to interest, attorneys' fees, and costs.

7. **Mutual Release of Claims.** Effective upon the COF Council's final approval of the Entitlement Documents and dismissal of the Lawsuits in accordance with **Paragraph 6(b)**, above, the parties mutually release each other as follows:

a. ***Release by CDR.*** Except as otherwise expressly provided in this Agreement or the Entitlement Documents, CDR, hereby irrevocably releases and discharges the City, and its current and former mayors, council members, department managers, employees, agents, representatives, and attorneys, from any claim, cause or right of action, liability, or obligation of any kind, type, or nature, whether presently known or unknown, accrued or not accrued, which arises out of or which in any manner relate to the CDR Property, the zoning of the CDR Property, the 1984 Plan, and/or the existing Butler Avenue assessment, including, but not limited to any claims which were or which could have been asserted in either of the Lawsuits.

b. ***Release by City.*** Except as otherwise expressly provided in this Agreement or the Entitlement Documents,, the City hereby irrevocably releases and discharges CDR, and its current and former members, agents, subsidiaries, employees, managers, partners, shareholders, representatives, and attorneys, from any claim, defense, cause or right of action, liability, or obligation of any kind, type, or nature, whether presently

known or unknown, accrued or not accrued, which arises out of or which in any manner relate to the CDR Property, the zoning of the CDR Property, the 1984 Plan, and/or the existing Butler Avenue assessment, including, but not limited to any claims which were or which could have been asserted in either of the Lawsuits.

Notwithstanding anything to the contrary, no provision of this Agreement shall constitute a release of any claim arising out of a breach of this Agreement; all such claims being expressly reserved.

8. **Time is of the Essence.** Time is of the essence of this Agreement and each term and provision hereof.

9. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives and assigns (and, in the case of CDR, its subsidiaries that hold legal title to the CDR Property).

10. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement except: (i) those persons identified in the release provisions of this Agreement (**Paragraph 7**, above) who are expressly designated as actual and intended third-party beneficiaries of such release provisions; and (ii) CDR's wholly owned subsidiaries that hold legal title to the CDR Property.

11. **Attorneys' Fees.** Should any litigation be commenced between the parties concerning the terms of this Agreement, or the rights and duties of CDR or the City under this Agreement, the prevailing party or parties in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to payment of all of its costs, expenses (including, but not limited to, expert fees), and reasonable attorneys' fees incurred in connection with the dispute.

12. **Entire Agreement.** This Agreement is a fully integrated document, containing the entire understanding among the parties, and supersedes and integrates any prior understandings or written or oral agreements among the parties including, without limitation, the Settlement Memorandum dated March 29, 2013 (and all earlier drafts and versions of that document).

13. **Representations, Warranties and Covenants.** Each party to this Agreement represents, warrants and covenants to the other parties as follows:

(A) This Agreement is the result of arm's length negotiations between parties experienced in business and financial affairs who have equal access to information concerning this transaction. They have obtained legal advice concerning the meaning and effect of this Agreement and

that they had sufficient time to consider the meaning and effect of this Agreement;

(B) They have taken all necessary action to authorize the execution, delivery, and performance of this Agreement and have the authority to execute, deliver and perform this Agreement and all the transactions contemplated hereby, including, without limitation, the releases provided for in **Paragraph 7**, above;

(C) The enforceability of this Agreement is not affected by the provisions of any other agreement to which such party is a party and will not conflict with any provision of any law or regulation to which such party is subject;

(D) CDR has the full power and authority to bind its subsidiaries and the CDR Property to the terms and provisions of this Agreement; and

(E) Except for the Lawsuits, there are no actions, suits or proceedings pending or threatened against either party in any court or by or before any governmental agency or instrumentality and no existing judgments, orders or other restraints, which would materially affect the ability of such party to carry out the transactions contemplated by this Agreement.

14. **Controlling Law and Choice of Forum.** This Agreement and all questions relating to its validity, interpretation, performance, and inducement shall be governed by and construed, interpreted, and enforced in accordance with the substantive laws of the State of Arizona (without reference to conflict of law principles). Any action pertaining to this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona, in and for the County of Maricopa, and all parties irrevocably consent to exclusive jurisdiction and venue in such court for such purposes.

15. **Indulgences Not Waivers.** Neither any failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of any other right, remedy, power or privilege.

16. **Construction.** This Agreement is the result of negotiations between the parties and was initially drafted by the attorneys for the City as a matter of convenience only and shall not be construed for or against any party on account thereof, but shall be construed according to its plain meaning.

17. **Additional Instruments and Acts.** Without limiting the provisions of **Paragraphs 2** through **7** of this Agreement, the parties shall promptly execute and deliver all such other instruments and take all such other action as any party may reasonably request from time to time, before or after the execution of this Agreement, in order to effectuate the transactions contemplated by this Agreement.

18. **Modifications and Amendments.** There shall be no amendments or modifications to this Agreement unless any such amendment or modification is in writing and signed by all parties to this Agreement. Any alleged or purported amendment or modification shall be void and unenforceable unless it is in writing and signed by all parties to this Agreement. This provision concerning amendments or modifications cannot be waived or otherwise made unenforceable except by a written document signed by all parties to this Agreement.

19. **Exhibits.** All Exhibits attached to this Agreement are fully incorporated herein and are made a part of this Agreement whether the Exhibits are executed by any or all of the parties.

20. **Miscellaneous.**

a. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

b. Words used in this Agreement, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, or other gender, masculine, feminine or neuter, as the context requires; the words "including," "includes" and "include" shall mean without limitation, by reason of enumeration.

The parties have executed this Agreement as of the Execution Date.

CANYON DEL RIO INVESTORS, LLC

By: _____
Robert M. Semple, Manager

CITY OF FLAGSTAFF

By: _____

Its: _____

APPROVED AS TO FORM AND CONTENT BY COUNSEL:

DICKINSON WRIGHT/MARISCAL WEEKS

By: _____
Michael S. Rubin
Attorneys for City of Flagstaff

DATED: 4/18/13

CHESTER & SHEIN, P.C.

By: _____
David E. Shein
Attorneys for Canyon del Rio Investors, LLC

DATED: 4/16/13

ACKNOWLEDGED AND AGREED BY CDR SUBSIDIARIES:

CDR LAND INVESTORS I, LLC,
an Arizona limited liability company

By: _____
Robert M. Semple, Manager

CDR LAND INVESTORS II, LLC,
an Arizona limited liability company

By: _____
Robert M. Semple, Manager

CDR LAND INVESTORS III, LLC,
an Arizona limited liability company

By: _____
Robert M. Semple, Manager

PHOENIX 53876-3 51331v1
4/11/2013

EXHIBIT A

Michael S. Rubin (#005131)
Nicole Felker Bergstrom (#025475)
DICKINSON WRIGHT / MARISCAL WEEKS
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012-2705
Phone: (602) 285-5000
Fax: (602) 285-5100
Attorneys for City of Flagstaff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

~ COCONINO COUNTY ~

CITY OF FLAGSTAFF, a municipal corporation,

Plaintiff,

vs.

CANYON DEL RIO INVESTORS, L.L.C., an Arizona limited liability company,

Defendant.

No. CV2008-0245

STIPULATION AND REQUEST TO PLACE CASE ON INACTIVE CALENDAR

(Assigned to the Hon. Mark R. Moran)

The parties have entered into a Settlement Agreement, a copy of which is attached to this Stipulation as **Exhibit A.** As outlined in the Settlement Agreement, the settlement structure involves significant engineering and entitlement work, and associated municipal approvals. Accordingly, the full and final implementation of settlement may require up to 365 days.

For these reasons, the parties request this case be placed on the inactive calendar for up to 365 days, and the parties will advise the Court promptly if (i) the settlement becomes final; or (ii) the settlement fails during the implementation process. If the settlement becomes final, the case will be dismissed with prejudice. If the settlement fails, the case will be placed back on

the active calendar for litigation and the parties will promptly prepare and submit a proposed form of Scheduling Order to the Court for approval.

A proposed form of Order is attached.

DATED this ____ day of _____, 2013.

DICKINSON WRIGHT / MARISCAL WEEKS

By:_____
Michael S. Rubin, Esq.
Nicole Felker Bergstrom, Esq.
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012
Attorneys for City of Flagstaff

BURCH & CRACCHIOLO, P.A.

By:_____
Edwin D. Fleming, Esq.
Daryl Manhart, Esq.
Jessica Conaway, Esq.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014
Attorneys for Canyon Del Rio Investors, LLC

Michael S. Rubin (#005131)
Nicole Felker Bergstrom (#025475)
DICKINSON WRIGHT / MARISCAL WEEKS
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012-2705
Phone: (602) 285-5000
Fax: (602) 285-5100
Attorneys for City of Flagstaff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

~ COCONINO COUNTY ~

CITY OF FLAGSTAFF, a municipal corporation,

Plaintiff,

vs.

CANYON DEL RIO INVESTORS, L.L.C., an Arizona limited liability company,

Defendant.

No. CV2008-0245

ORDER

(Assigned to the Hon. Mark R. Moran)

Upon reviewing the Stipulation and Request to Place Case on Inactive Calendar, and good cause appearing,

IT IS HEREBY ORDERED that this matter is continued on the inactive calendar for up to 365 days, or until _____, 201__.

DATED: _____

_____
Judge of Superior Court

Michael S. Rubin (#005131)
Nicole Felker Bergstrom (#025475)
DICKINSON WRIGHT / MARISCAL WEEKS
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012-2705
Phone: (602) 285-5000
Fax: (602) 285-5100
Attorneys for City of Flagstaff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

~ MARICOPA COUNTY ~

CITY OF FLAGSTAFF, a municipal corporation,

Plaintiff,

vs.

CANYON DEL RIO INVESTORS, L.L.C., an Arizona limited liability company,

Defendant.

No. CV 2010-017142

STIPULATION AND REQUEST TO PLACE CASE ON INACTIVE CALENDAR

(Assigned to the Hon. Sally Schneider Duncan)

The parties have entered into a Settlement Agreement, a copy of which is attached to this Stipulation as **Exhibit A**. As outlined in the Settlement Agreement, the settlement structure involves significant engineering and entitlement work, and associated municipal approvals. Accordingly, the full and final implementation of settlement may require up to 365 days.

For these reasons, the parties request this case be placed on the inactive calendar for up to 365 days, and the parties will advise the Court promptly if (i) the settlement becomes final; or (ii) the settlement fails during the implementation process. If the settlement becomes final, the case will be dismissed with prejudice. If the settlement fails, the case will be placed back on

the active calendar for litigation and the parties will promptly prepare and submit a proposed form of Scheduling Order to the Court for approval.

A proposed form of Order is attached.

DATED this ____ day of _____, 2013.

CHESTER & SHEIN, P.C.

By: */s/ David E. Shein*
David E. Shein, Esq.
Sonia M. Phanse, Esq.
8777 N. Gainey Center Drive, Suite 191
Scottsdale, Arizona 85258-2106
Attorneys for Canyon Del Rio Investors, LLC

DICKINSON WRIGHT / MARISCAL WEEKS

By: */s/ Michael S. Rubin, Esq.*
Michael S. Rubin, Esq.
Nicole Felker Bergstrom, Esq.
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012
Attorneys for City of Flagstaff

Michael S. Rubin (#005131)
Nicole Felker Bergstrom (#025475)
DICKINSON WRIGHT / MARISCAL WEEKS
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012-2705
Phone: (602) 285-5000
Fax: (602) 285-5100
Attorneys for City of Flagstaff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

~ MARICOPA COUNTY ~

CITY OF FLAGSTAFF, a municipal corporation,

Plaintiff,

vs.

CANYON DEL RIO INVESTORS, L.L.C., an Arizona limited liability company,

Defendant.

No. CV 2010-017142

ORDER

(Assigned to the Hon. Sally Schneider Duncan)

Upon reviewing the Stipulation and Request to Place Case on Inactive Calendar, and good cause appearing,

IT IS HEREBY ORDERED that this matter is continued on the inactive calendar for up to 365 days, or until _____, 201__.

DATED: _____

_____
Honorable Sally Duncan

When recorded, mail to:
City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DRAFT 4/4/19

DEVELOPMENT AGREEMENT
between
THE CITY OF FLAGSTAFF
and
CANYON DEL RIO INVESTORS, LLC

THIS DEVELOPMENT AGREEMENT **(**"Agreement"**)** is entered into this _____day of _____, 2019, by and between the City of Flagstaff, an Arizona municipal corporation ("City") and Canyon del Rio Investors, LLC, an Arizona limited liability company ("CDRI"**)** on behalf of itself and the below described CDRI Entities. The City and CDRI are sometimes referred to herein collectively as the "Parties."

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City.

B. CDRI, through three wholly-owned subsidiaries ("CDR Entities" as defined in Section 2.2, below), is the owner of and/or has an interest in the development of approximately 262 acres of real property ("Property" or "CDRI Property") generally located at the southwest corner of the intersection of Butler Avenue and Fourth Street (extended), within the corporate limits of Flagstaff, Arizona, more specifically described in ***Exhibit A*** to this Agreement.

C. The Parties anticipate that the CDRI Property will ultimately be divided into approximately twenty-two (22) parcels (each a "Parcel"), with related roads and open spaces, as generally as depicted in ***Exhibit B*** to this Agreement. Each Parcel may, in turn, be further subdivided based on a final plat for the Parcel approved by the City and recorded in accordance with this Agreement.

D. The City has an interest in ensuring that the development of the CDRI Property complies with applicable City standards and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to the City and its residents.

E. CDRI acknowledges that development of the CDRI Property pursuant to this Agreement will be beneficial and advantageous to CDRI by providing assurances to CDRI that it and/or its successors and assigns will have the ability to develop the CDRI Property within the City pursuant to this Agreement.

F. The City and CDRI acknowledge that this Agreement is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. INCORPORATION OF RECITALS

Each of the Recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 "CDRI" or "Owner" shall mean and refer to Canyon del Rio Investors, LLC, an Arizona limited liability company, and any successor-in-interest or assignee of Canyon del Rio Investors, LLC with respect to the CDRI Property, including any portion thereof.

2.2 "CDR Entities" shall mean CDR Land Investors I, LLC, CDR Land Investors II, LLC, and CDR Land Investors III, LLC. The CDR Entities are wholly owned by CDRI.

2.3 "City" shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.4 "Improvements" shall mean and refer to all the improvements, on-site and off-site, which may be constructed from time to time as part of the Project, including, without limitation, public roads, utilities, water-related improvements, driveways, landscaping, and other improvements of any type or kind to be built by CDRI, any successor-in-interest or assignee in whole or in part of CDRI, and/or any Improvement District or public financing mechanism that is formed to design and/or construct any or all public improvements within or serving the CDRI Property. As is described in Sections 4.7, 4.9 and 4.10 below, "Improvements" also include certain roadway and water improvements that are constructed by the City and/or the Arizona Department of Transportation ("ADOT") with "in lieu of construction" funds that are provided to the City by CDRI or its successors and assigns.

2.5 "Phase" shall mean and refer to each separate component or portion of the Project which will or may be developed by CDRI pursuant to this Agreement.

2.6 "Project" shall mean and refer to the development of the CDRI Property for the uses, intensities, and densities currently shown in the approved Concept Zoning Plan and any subsequent Concept Zoning Plan, Subdivision Plat and Site Plan that is requested by CDRI and/or its successors or assigns and approved by the City through the City's applicable processes.

2.7 "Property" or "CDRI Property" shall mean and refer to all the approximately 262 acres of real property which is legally described in ***Exhibit A***.

2.8 "Re-zoned Parcels" shall mean Parcels E-1, E-2, F, G, H, J-1, J-2, K-1, K-2, N, O and P.

2.9 "Zoned Parcels" shall mean Parcels I, Q-1, Q-2 Q-3, R-1, R-2, R-3, R-4, R-5 and S.

2.10 "Zoning Code" shall mean the version of the Flagstaff Zoning Code in effect at the time any entitlements are requested or plans are submitted for approval, unless application of the then current Zoning Code would be contrary with this Agreement, in which case the terms of this Agreement will control, at CDRI's election.

3. CONCEPT ZONING PLAN

The City and CDRI hereby acknowledge the Concept Zoning Plan attached as ***Exhibit C*** to this Agreement ("Concept Zoning Plan") sets forth the basic land uses and the intensity and density of such uses which have been approved by the City for development within the CDRI Property. Notwithstanding anything contained in the foregoing, however, the City acknowledges that, while CDRI intends the CDRI Property to be developed in general conformance with the Concept Zoning Plan, to make the development of the CDRI Property economically viable and otherwise feasible, as it progresses through detailed Platting, formal Site Plan Review, or other processes or a change in market needs and demands, CDRI and/or its successors and assigns, may request modifications to the Concept Zoning Plan, all subject to the City's applicable reviews and approvals, which may include an amendment of this Agreement approved by the Flagstaff City Council ("Council"). Nothing contained herein shall preclude the City from the exercise of its normal review process and requirements in connection with its approval of such submittals.

4. DEVELOPMENT PROVISIONS

4.1 Development Standards. The development of the Project, as well as the standards for off-site and on-site public improvements, will be governed by the City's codes (including the Flagstaff Zoning Code), ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the Project, design review guidelines, the density and intensity of uses, the maximum height and size of the buildings within the Project in existence at the time any improvement plans are submitted for approval (collectively, the "Applicable Rules" or "Rules"), unless application of the Rules would be contrary with this Agreement. Under no circumstances will the Applicable Rules alter, modify or increase the required financial contributions that are expressly stated in Sections 4.7 and 4.10 of this Agreement. .

4.2 Permits and Fees. CDRI agrees and understands that all building permit fees, Development Fees enacted under A.R.S. § 9-463.05, and other fees normally applicable to construction within the City at the time of application shall apply to construction of all on-site and off-site improvements related to the development of the Project (collectively, "User Fees"), and that User Fees are subject to change at the discretion of the City Council. All User Fees will be

charged at the rate in effect at the time the application is submitted. Under no circumstances will the applicable User Fees alter, modify or increase the required financial contributions that are expressly stated in Sections 4.7 and 4.10 of this Agreement..

4.3 Density and Zoning. The City and CDRI hereby acknowledge the Density and Zoning Plan attached as ***Exhibit D*** to this Agreement ("Density and Zoning Plan") sets forth the zoning designations and densities which have been approved by the City for specific Parcels within the CDRI Property. The Density and Zoning Plan sets forth the maximum density and zoning with respect to each Parcel. If the density identified in the Density and Zoning Plan for any specific parcel does not meet the minimum density established in the Zoning Code, the density for that parcel cannot be further reduced. Notwithstanding any maximum density set forth on ***Exhibit D,*** CDRI may elect to make minor density transfers between and/or among residential Parcels, provided that any such density transfer by CDRI continues to comply with the applicable zoning, and is reasonably approved by the City. Also, notwithstanding the foregoing, CDRI may elect to seek a change to the zoning of any Parcel from that set forth on ***Exhibit D,*** provided that such requested zoning change shall be subject to the City's then-applicable rules and procedures, which may include an amendment of this Agreement approved by the Council.

4.4 Plats & Site Plans. An initial Parcel plat ("Block Plat") will be obtained for the CDRI Property which will be a "plat" as that term is used in the City, but which will only depict Parcel borders, adjacent roadways, spine infrastructure, and large development tracts for the entire Project and will not be required to include or reflect internal Parcel roadway or utility plans or lot, building, or amenity locations. The Block Plat shall be recorded with respect to the Project prior to the issuance of a Final Plat or Final Site Plan for any individual Parcels. Final Plats and Site Plans for Parcels within the Project will conform with Paragraphs (a) through (e), below, and the City will not unreasonably withhold, delay, or condition approval of a Final Plat or Site Plan with respect to a Parcel that is submitted in substantial compliance with this Agreement and the City's Subdivision Ordinance; provided, however, if there is any conflict or inconsistency between any term or provision of this Agreement and any term or provision of the Zoning Code or the City's Subdivision Ordinance, this Agreement will control. This Agreement covers all off-site improvements that will be required based on the Property's impact on regional and municipal infrastructure. The only financial assurances required for Final Plats and Site Plans for Parcels within the Project will arise from work required within the interior (or immediate exterior boundary) of the subject Parcel.

(a) Parcels I, Q-1, Q-2, R1-5, and S Final Plat. CDRI may develop Parcels I, Q-1, Q-2, R1-5, and S ("Residential Parcels") as residential properties with no required attached residential product (i.e., detached single family homes), based upon the zoning designations and densities as set forth in ***Exhibit D.*** All single family detached residential within the medium density zoning categories shall either be completed using the PRD option or the R1 development standards. Final Plat approval for any or all of the Residential Parcels, may be requested by CDRI as part of a separate subdivision application.

(b) Parcels G, N, O and P Final Plat. Subject to the exception set forth in Section 4.4(e) below, CDRI may develop Parcels G, N, O and P ("Med Density Parcels") as attached single-family residential properties, based upon

the zoning designations and densities as set forth in ***Exhibit D.*** Final Plat approval for any or all of the Med Density Parcels may be requested by CDRI as part of a separate subdivision application.

(c) Parcels J-1 and J-2 Final Plat or Site Plan. CDRI may develop Parcels J-1 and J-2 ("High-Den Reserve Parcels") as multi-family residential properties (e.g., apartments), based upon the zoning designations and densities as set forth in ***Exhibit D.*** Final Plat or Site Plan approval for any or all of the High-Den Reserve Parcels may be requested by CDRI as part of a separate subdivision or site plan application.

(d) Parcels E-1, E-2, F, H, K-1, and K-2 Final Plat or Site Plan. CDRI may develop Parcels E-1, E-2, F, H, K-1, and K-2 ("HC Parcels") as Highway Commercial properties, based upon the zoning designations and densities as set forth in ***Exhibit D.*** Final Plat or Site Plan approval for any or all of the HC Parcels may be requested by CDRI as part of a separate subdivision or site plan application.

(e) Parcel O and P Sale. Notwithstanding the provisions of Section 4.4(b) above, Parcel O and/or Parcel P may be sold to, and developed as, a church and/or school site, utilizing the City's Conditional Use Permit process (if applicable).

(f) Duration of Preliminary Plat Approvals. Given the size and significance of the Project and related infrastructure, an extended duration for preliminary plat approvals is warranted such that Section 11-20-60.040(B) of the City Code will not apply. Instead, the initial approval for a preliminary plat of any Parcel within the Property will be for a period of three (3) years from the date of the Council's approval of the preliminary plat. If a complete Final Plat submittal has been made within the third (3rd) year following the preliminary plat approval, the duration of the preliminary plat will be automatically extended for one (1) year from the date of the completeness determination. If the Final Plat has not been recorded before the expiration of the preliminary plat, the plat will expire unless otherwise extended by the Director under Section 11-20-60.040(C) of the City Code.

4.5 PRD Option. All residentially zoned parcels within the Property may elect the Planned Residential Development ("PRD") option as provided for in Section 10-40.60.270 of the Zoning Ordinance.

4.6 Workforce Affordable Housing. CDRI acknowledges the Council's policy to dedicate a percentage of developed units within a project as workforce or affordable housing ("AH") when a zoning map amendment is approved that results in an increase in permitted density on the Property.

(a) AH Parcel Conveyance. Within forty-five (45) days of the recording of the later to be recorded of this Agreement and the applicable

Block Plat, CDRI will convey Parcel Q-3 ("AH Parcel") to the City by special warranty deed, in a form reasonably acceptable to both Parties. Such conveyance will be at no cost to the City, conditioned upon the City's use of the AH Parcel for providing AH. CDRI acknowledges the City's target for receipt of AH incentives is ten percent (10%) of the overall residential density of the Residential component of the Property. The AH Parcel represents approximately five percent (5%) of the overall residential density for the Property, and in the event that CDRI elects to include additional AH (in addition to the AH Parcel), then in recognition of the conveyance of the AH Parcel, the City will credit five percent (5%) or one-half of the ten percent (10%) requirement when making the AH incentive calculations.

(b) AH Parcel Infrastructure. The conveyance of the AH Parcel shall be on an unimproved basis; any improvements to be installed by CDRI or its successor pursuant to this Agreement shall be accomplished as provided in this Agreement. On or before the recording of the Final Plat for Parcel R-4, CDRI will (i) dedicate the portion of the Property designated for the Harold Ranch Road right-of-way, and (ii) at CDRI's sole expense, cause to be installed the "Parcel Q-3 Utility Infrastructure" (as described on ***Exhibit E*** to this Agreement) and the "Parcel Q-3 Roadway Improvements" (as also described on ***Exhibit E***). Notwithstanding anything to the contrary stated in this Agreement, (iii) the Parcel Q-3 Utility Infrastructure will be installed only to the property boundary of Parcel Q-3, and (iv) the Parcel Q-3 Roadway Improvements shall be limited to one (1) lane of pavement in each direction to meet ten (10) year storm requirements, with no curb or gutter required.

4.7 Butler, Fourth, Butler/Fourth Intersection, and I-40/Butler Interchange Public Improvements and In Lieu of Construction Contributions. Over the course of the buildout of the Project, CDRI will construct or make cash in lieu of construction payments to the City for the regional roadway projects that are described and depicted on ***Exhibit F*** to this Agreement ("Off-Site Improvements Masterplan and Financial Allocation Exhibit") and are further described in the below Table of Regional Roadway Projects and subsections (a) through (d).

Table of Regional Roadway Projects			
	Roadway Projects	In Lieu of Construction Payment Timing	CDRI's Obligation
1	Butler Avenue Half Street	See section a below	$698,295
2	Fourth Street SB Dual Right	See section a below	$21,927
3	Offsite Butler Avenue - Little A to CDR	See section a below	$219,893
4	Butler / Fourth Signal	See section a below	$123,391
5	Butler and Fourth EB Dual Left	See section a below	$38,092
6	Butler and Fourth WB Left	See section a below	$35,541
7	Butler Left Turn Lane at Peak Point	See section a below	$60,177
8	Fourth Street South Half Street	See section a below	$211,527
9	Fourth Street NB Left Turn Lane	See section a below	$62,600
10	Fourth Street NB intersection transition	See section a below	$42,175
11	Butler / Peak Point Signal	See section a below	$250,000
12	Butler and I 40 Interchange Improvements	See section a below	$698,112
		Total:	$2,461,730

(a) Timing and Payments for Butler and 4th Street (South) Roadway Improvements. As shown in the City's FY 2019-23 Capital Improvement Program, the City currently has $3,824,330 for the roadway and related improvement projects identified in the Table of Regional Roadway Projects above ("Project Table"). Upon the recordation of a Parcel-specific Final Plat within the Project or the City's approval of a Parcel-specific Site Plan within the Project, and the City providing a written statement to CDRI that the City is prepared and committed to proceed with Projects one (1) through ten (10) listed in the Project Table (collectively "Projects 1-10") within six (6) months ("Start Notice"), CDRI shall make a lump sum payment to the City for Projects 1-10 in the amount of $1,513,618, allocated as shown on the Project Table. The lump sum payment of $1,513,618 will be made within 30 days of the Start Notice. CDRI's payment to the City will be used by the City for construction of Projects 1-10. The City will move forward with the design, construction and delivery of Projects 1-10 upon receipt of CDRI's in lieu payment of $1,513,618. If a Parcel-specific Final Plat within the Project has not been approved or a Parcel-specific Site Plan within the Project has not been approved by the City within 33 months after the recordation of this Agreement, and the City is committed to move forward with the design, construction and delivery of Projects 1-10, the City may provide CDRI with written notice of the City's intent to proceed with Projects 1-10 ("Construction Notice"). Within one hundred eighty (180) days following the Construction Notice, CDRI may: (i) pay the cash in lieu obligations for Projects 1-10; or (ii) provide the City with commercially appropriate security for the required payment. For the purpose of this paragraph, the term 'commercially appropriate security' shall mean a first position lien on Parcel(s) within the Project (selected by CDRI) that have a fair market value equal to 150% of the outstanding balance of CDRI's cash in lieu obligation for Projects 1-10. If option (ii) is selected, the outstanding balance will also accrue interest at the rate of five percent (5%) *per annum*, from the expiration

of the 180-day period until paid. If CDRI fails to fulfill either (i) or (ii), or reach an alternative accommodation acceptable to the City, in the City's sole discretion, the City shall maintain the right to construct some or all of the improvements described as Projects 1-10, and may, in its sole discretion, alter the scope of those improvements. CDRI acknowledges that if it fails to fulfill option (i) or (ii) above, or reach an alternative accommodation acceptable to the City, in the City's sole discretion, and the City alters the scope of Projects 1-10 or does not construct all of Projects 1-10, no Final Plats or Site Plans for Parcels within the Project will be approved until such time as the improvements described as Projects 1-10 are constructed in accordance with the requirements of this Agreement.

(b) Timing and Payment for Peak Point Intersection. CDRI shall make an additional cash in lieu of construction payment to the City in the amount of $250,000 for the Butler/Peak Point Signal (Project 11 in the Project Table) when the City determines (based on appropriate studies) that the 1,000 vehicles per day (VPD) threshold on Peak Point Road at the intersection with Butler Avenue has been exceeded. No new Parcel-specific Final Plats or Site Plans will be approved after the 1,000 VPD threshold has been reached until the $250,000 cash in lieu of construction payment has been made. The cash in lieu of construction payment for the Butler/Peak Point Signal may be used by the City to construct the Butler/Peak Point Signal, Butler/Peak Point Roundabout or other intersection improvement type at Butler/Peak Point, or for the improvement of the Butler Avenue/Harold Ranch Road intersection as discussed in the approved TIA.

(c) Fourth Street South Improvements. With respect to the Fourth Street roadway south improvements described as Projects 8-10 in the Project Table ("Fourth Street South Improvements"): (i) CDRI may elect to make the lump sum in lieu payment to the City for Projects 8-10 as set forth in the Project Table and described in Paragraph 4.7(a), above; or (ii) CDRI may elect to construct and install the Fourth Street South Improvements, with any costs above the in lieu payment amounts being paid (or reimbursed) by the City using portions of its 2019-23 Capital Improvement Program funding allocation. If CDRI elects to construct and install the Fourth Street South Improvements under (ii), above, Projects 8-10 as listed in the Project Table will not be subject to in lieu payment as described in Paragraph 4.7(a), above. Except for the specific improvements and expenses identified in ***Exhibit F***/Project Table, Projects 8 - 10, the City agrees that CDRI will not be required to incur any expense or construction obligation in connection with the Fourth Street South Improvements. If CDRI elects to construct east-half roadway or edge improvements on Fourth Street south from Butler and adjacent to Parcels D, L or M, CDRI shall be free to seek a contribution agreement from the applicable Parcel owner(s).

(d) CDRI Contribution Exemptions. Notwithstanding anything to the contrary in this Agreement, CDRI shall not be responsible for the construction or expense of, nor shall same be included in any calculation to

determine CDRI's Proportionate Share of any in-lieu payment, for any of the following:

I. Modifying the elevation of (i.e., raise or lower) the existing Butler Avenue and Fourth Street intersection;

II. Modifying the elevation of the existing Butler Avenue roadway leading to, or following from, the Butler Avenue and Fourth Street intersection;

III. Modifying the elevation of the existing Fourth Street roadway leading to, or following from, the Butler Avenue and Fourth Street intersection;

IV. Construction of off-site improvements that are not necessitated by development of the CDRI Property and its anticipated impact on public infrastructure, as determined by the Impact Studies; and

V. Construction of any drainage features or infrastructure required to convey storm water or other runoff under Butler Avenue and/or the Butler Avenue and Fourth Street intersection.

(e) CDRI'S Contribution to the I-40/Butler Traffic Interchange. Except as provided below, construction of the I-40/Butler Traffic Interchange Left Turn Lanes (Project 12 in the Project Table) must be completed prior to the issuance of a building permit for the 500th Dwelling Unit ("DU") within the CDRI Property. The requirement set forth in the preceding sentence is contingent on the Arizona Department of Transportation ("ADOT") permitting construction of the improvements identified as the "I-40/Butler Traffic Interchange Left Turn Lanes" in the Phasing Plan attached as ***Exhibit G*** to this Agreement. If ADOT fails to permit construction of the I-40/Butler Traffic Interchange Left Turn Lanes, or requires additional improvements that increase the cost of construction of the I-40/Butler Traffic Interchange Left Turn Lanes by more than 10%, then CDRI shall make a cash in lieu of construction payment to the City for the I-40/Butler Traffic Interchange Left Turn Lanes. The amount of the cash in lieu of construction payment will be: (i) $698,112, if the funds will not be used by the City to construct the I-40/Butler Traffic Interchange Left Turn Lanes; or (ii) the estimated cost of construction of the I-40/Butler Traffic Interchange Left Turn Lanes at the time CDRI requests

permitting from ADOT, if the funds will be used by the City to construct the I-40/Butler Traffic Interchange Left Turn Lanes ("I-40/Butler Contribution") in accordance with this Paragraph 4.7(e). The I-40/Butler Contribution, if made, will satisfy the CDRI's entire obligation relative to the construction of transportation and roadway improvements at the I-40 and Butler Avenue Interchange and, upon payment, CDRI may proceed with approvals for additional Parcel-specific Final Plats and Site Plans. Under alternative (ii), CDRI's I-40/Butler Contribution shall be provided by the City to ADOT on terms and conditions that are determined by the City and ADOT, which are outside of the scope of this Development Agreement; provided, however, if alternative (i) applies, the City will have the right to use the I-40/Butler Contribution for other area regional traffic improvements, provided that such use does not result in CDRI (or the Property) incurring any future or ongoing obligation or responsibility for the construction of transportation and roadway improvements at the I-40 and Butler Avenue Interchange. If alternative (ii) applies, but the City is unable to reach agreement with ADOT on funding the I-40 and Butler Avenue Interchange improvements or the improvements are not installed for any other reason, then CDRI shall be entitled to receive a refund of any portion of CDRI's I-40/Butler Contribution that exceeds $698,112.

(f) Permit Issuance. CDRI's Regional Roadway Project obligations identified in ***Exhibit F*** and the Project Table will be fully satisfied upon CDRI: (i) making the required cash in lieu of construction payments to the City for Projects 1-11; and (ii) constructing Project 12 or making a cash in lieu of construction for Project 12 pursuant to section 4.7(e) above. Once CDRI's obligations related to Regional Roadway Projects are satisfied, CDRI may continue to request Building Permits, and the City shall continue to issue such Permits irrespective of whether the City has completed construction of the roadway improvements for which CDRI has made a cash in lieu of construction payment to the City.

4.8 Internal Spine - Loop Road. In its first phase of construction, CDRI shall install full street improvements as required under the Phasing Plan from the intersection of Butler Avenue through to the intersection of Fourth Street. The full street improvements shall exclude sidewalk and landscape along the easterly and northerly edge of the internal spine loop road as depicted in ***Exhibits B and F***. Excluded sidewalk and landscape will be constructed on a Parcel-by-Parcel basis concurrent with the development of each individual Parcel bordering the easterly and northerly edge of the internal spine loop road.

4.9 Drainage Improvements. Attached to this Agreement as ***Exhibit G*** is the "Phasing Plan" for the Property, which includes applicable requirements for fire access, water and sewer service, and other public facilities. Notwithstanding anything to the contrary in any existing or future rainwater harvesting or low impact development ("LID") rules or regulations, development of the Property shall comply with the City's LID requirements up to, but not

exceeding, on-site storm water retention of one-half inch notwithstanding that the City's current ordinances impose a rainwater harvesting regulation and LID regulation of one inch (1") on-site storm water retention. Although the 1984 Plan does not include LID or rainwater harvesting provisions, CDRI has agreed to comply with the City's LID requirements up to (but not exceeding) on-site storm water retention of one-half inch (1/2") and the City hereby reconfirms the City's approval of: (i) an exemption from the rainwater harvesting regulations for the CDRI Property; and (ii) application of a one-half inch (1/2") maximum LID requirement to the CDRI Property. In all cases, CDRI will obtain a Drainage Impact Analysis ("DIA") based on the City's LID/storm water standards at the time of preparation, as part of the Impact Studies. Drainage for the CDRI Property will be handled, and LID calculations will be made, on a master-planned basis, with the use of regional drainage facilities.

4.10 Water Improvements. CDRI shall provide to the City, in accordance with Sub-Sections 4.10 (a, b & c) below, the following real-estate or cash in lieu of construction payments for (a) New Well Site, (b) Water Storage, and (c) Secondary Water Source Improvements to be constructed by the City to supplement the City's existing ability to provide water service to the CDRI Property:

(a) New Well Site. CDRI shall provide to the City and its consultants access for exploration and ultimate development of up to two well sites and their associated delivery infrastructure on the Canyon del Rio property. Well sites are anticipated to be between ten thousand and forty thousand square feet. Sites will generally be in the open space areas as depicted on ***Exhibit B*** and the Block Plat. Once sites are identified, CDRI will deed the well site property to the City and provide necessary easements for access and water delivery infrastructure at no cost to the City. CDRI will have no further responsibility for design, permitting, or construction of the well sites and delivery system, and CDRI will be deemed to have satisfied any requirement for new water production to the City. The well(s) are to be financed through the capacity fees only.

(b) Water Storage. CDRI is responsible for providing 428,000 gallons of water storage and funding 20-years of O&M expense on the water storage facilities to satisfy its water storage obligations for the Project and the CDRI Property. CDRI will satisfy its water storage and O&M expense obligations with cash in lieu of construction payments to the City at the time of the issuance of a building permit for the 400th DU or equivalent commercial water usage, within the CDRI Property. CDRI's cash in lieu of construction payment obligations will be as follows: (i) $535,000 for construction of a storage tank; and (ii) $132,943 for 20 years of O&M expense. The City will design, permit, construct, and maintain the tank and related facilities. CDRI's total cash in lieu of construction payment for water storage will be $667,943, (428,000 gal. at $1.25 per gal. or $535,000 plus $132,943 O&M expense). CDRI will have no restrictions on building permits due to actual water storage capacity or development after the cash in lieu of construction payments are made.

(c) Secondary Water Supply. Prior to recordation of the first Final Plat or the first Site Plan approval for any individual Parcel within the CDRI Property, CDRI will provide a secondary water source for development of the CDRI Property. To satisfy this obligation, CDRI will provide a cash in lieu of construction payment to the City in the amount of $1,300,000. The City will design, permit, construct, and maintain the secondary water source infrastructure. As long as the required cash in lieu of construction payment is made, CDRI will have no restriction on building permits due to secondary water source existence or connections.

CDRI's performance of its property transfer and cash in lieu of construction payment obligations pursuant to this Section 4.10 shall fully satisfy CDRI's above-described Well Site, Water Storage, and Secondary Water Supply obligations, whereupon CDRI and its successors may continue to request Building Permits and the City shall continue to issue such Permits irrespective of whether the City has completed construction of the Water Improvements and/or made them operational.

4.11 Vesting of WISA, TIA and Drainage Report. The Water and Sewer Impact Analysis ("WSIA") that was Approved on July 29, 2015 and was extended until **[_____]**, the Traffic Impact Analysis ("TIA"), Approved on **[_____]**, and the Drainage Impact Analysis ("DIA") that was Approved on **[_____],** shall be deemed vested upon the City's Approval of this Development Agreement. Additional impact analyses will not be required.

4.12 Resource, Open Space and Easement Requirements. The forest and slope resources (collectively, "Resources") previously calculated by Nasser Turk and Shephard Wesnitzer ("NTSW Resource Report") may be used by CDRI as the basis for CDRI's Resource Report. The Resources may exist in two "resource banks" and will be allocated by CDRI within the CDRI Property as Parcels are sold and/or developed. This "banking" will allow Resources within residential areas to be transferred and reallocated to other residential areas and, similarly, Resources within commercial areas to be transferred and reallocated to other commercial areas. Accordingly, while Resource allocations for specific Parcels may vary from applicable zoning requirements, the aggregate Resource allocations for residential and commercial areas within the CDRI Property will be consistent with the City's 1991 Zoning Code or the 2011 Zoning Code, at CDRI's election. CDRI anticipates granting a deed of conservation easement to the Nature Conservancy (or similar non-profit organization) as part of the overall Resource Plan, which may (in CDRI's discretion) include the establishment of a public park, open spaces and/or City's trail system. In addition, CDRI (or CDRI's successors) will grant and/or reconfirm existing and future easements for utilities, drainage, FUTS, etc., which will be included in the final recorded plat for each Parcel within the CDRI Property (each, a "Final Plat").

4.13 Other Improvements. Except as provided in Section 4.8 with respect to Loop Roads, landscaping shall be deferred and addressed in individual plans for development of specific Parcels.

5. PHASING

The Parties acknowledge that development of the Property will be affected by

numerous factors outside the control of CDRI, such as, but not limited to, general economic conditions, interest rates, and market demand. Accordingly, the City acknowledges that CDRI may submit multiple applications from time to time to develop and/or construct portions of the CDRI Property in phases as long as each phase provides for the logical extension of vehicle and pedestrian connectivity, infrastructure, and utilities through the Project, as approved by the City, in compliance with the terms of this Agreement and other applicable provisions of the City's codes, ordinances, regulations, rules, guidelines, and policies. Further, each phase of this development must be designed and constructed to stand alone in perpetuity per Subdivision Regulation 11-20.130.010(B) as well as the approved water and sewer, traffic, and drainage impact analyses. Acknowledging the foregoing, development is currently anticipated to be phased in accordance with the Phasing Plan attached as ***Exhibit G***; provided, however, the Parties agree to reasonable flexibility implementing the Phasing Plan.

6. INFRASTRUCTURE ASSURANCE

The parties hereto acknowledge and agree that the City, prior to recording a Final Plat or approving a Final Site Plan for each Parcel or the issuance of a permit for the commencement of construction in connection with non-subdivision development, shall require the owner of the property in question ("Owner") and/or its designees, grantees or buyers under contract, to provide appropriate assurances in such form and amount as required to assure that the installation of Infrastructure Improvements within that subdivision or other Infrastructure Improvements directly related to such building permit or permits will be completed ("Infrastructure Assurance").

In such case, the Owner may elect, with the approval of the City, which approval shall not be unreasonably withheld, any one or combination of the following methods of Infrastructure Assurance. All assurances provided by the Owner shall comply with the applicable provisions of the City's subdivision ordinance relating to such assurances. The options, in forms reasonably acceptable to the City (each, an "Acceptable Assurance"), are as follows:

(a) Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the City a performance bond; or

(b) Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the City an irrevocable and unconditional letter of credit which, if necessary, will be acknowledged by the City in accordance with the appropriate lenders' requirements; or

(c) A letter of financial assurance from Owner's lender or the lender of Owner's assignees, designees, grantees and purchasers under contract; or

(d) Dual Beneficiary Letter of Credit from a recognized financial institution acceptable to the City; or

(e) Cash or certified check, which may be deposited into an escrow account and administered through an escrow agreement between the parties; or

(f) Trust agreements as approved by the City; or

(g) Such other assurance mechanism as may be approved by the City in the exercise of its sole and absolute discretion.

Once the Owner required Infrastructure Assurances have been complied with, the Owner or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract shall have the right, with the approval of the City, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other forms of Acceptable Assurance, as set forth above. If a discrete and self-sustaining portion of the Infrastructure Improvements for which an appropriate assurance has been delivered is dedicated to and accepted by the City, the City agrees to release, within twenty (20) days from such acceptance by the City, the portion of the assurance that relates to the Infrastructure Improvement so completed. The City agrees that within twenty (20) days from the City's acceptance of the particular completed Infrastructure Improvements for which the City has required and the Owner has provided Infrastructure Assurance, the City shall release such Infrastructure Assurance, in whole or in part as may be appropriate under the circumstances.

7. INFRASTRUCTURE FINANCING

7.1 Impact Fees. Subject to the provisions of this Agreement and to the extent permitted by law, Owner agrees to pay all current and future enacted impact fees provided such impact fee is generally and uniformly applicable to the City and is consistent with the provisions of A.R.S. § 9-463.05 if such fee is charged by the City at the time of construction permit issuance. The City of Flagstaff does not currently have adopted utility impact fees. Notwithstanding any contrary provision of this Agreement, if Owner provides, dedicates or pays for any public sites or public infrastructure, the value or costs of which are included as a component of an impact fee pursuant to A.R.S. § 9-463.05, Owner shall receive a credit equal to the value or cost of such public site or infrastructure ("Impact Fee Credit"), to be applied in lieu of existing or future impact fees imposed by the City which relate to or otherwise apply to the Property. In no event may the Impact Fee Credits in each category of impact fees exceed the actual impact fees paid or to be paid by or in connection with development on the Property. Wherever this Agreement provides that Owner shall be entitled to an Impact Fee Credit against any impact fee imposed by the City, the Impact Fee Credit shall be credited to Owner in increments equal to one hundred percent (100%) of the particular impact fee otherwise applicable to each building permit issued with respect to a home or building or structure to be constructed on the Property, up to the maximum total credit provided for in this Agreement.

7.2 Reimbursement for Oversizing that Benefits Other Properties. The parties acknowledge that if Owner provides or pays for any dedicated public sites or public infrastructure that will directly benefit property or developments other than the Property and the developments thereon, then Owner may seek reimbursement pursuant to City Code Chapter 7-08.

8. DEVELOPMENT PROCESS

8.1 Diligence in Responding to Approval Requests. The City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and will require the City's ongoing participation in the review and approval of modifications and amendments to any phasing plans, site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, and other plans, permit applications and inspections which are a part of the City's current building and development requirements (hereinafter collectively called "Approval Requests"). The City hereby agrees that, in connection with all such Approval Requests relating to the planning or development of the Property or any portion thereof, and the construction of Improvements thereon, it shall cooperate with CDRI in good faith to process all such Approval Requests.

8.2 Manager's Power to Consent. The City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect CDRI and/or the development of the Property. Any disputes between CDRI and the City with respect to engineering matters will be resolved by the City Manager pursuant to City Code § __, without further action of Council, except for any actions requiring Council approval as a matter of law.

9. DEFAULT; REMEDIES

9.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder.

9.2 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the Parties or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.

10. GENERAL PROVISIONS

10.1 Effective Date and Term. This Agreement shall be effective ("Effective Date"**)** upon execution by the Parties hereto and Recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate upon the earlier to occur of complete build-out of the CDRI Property or on the fortieth (40) anniversary of the Effective Date, unless this Agreement is rescinded or terminated earlier as provided for herein. However, if any of

the CDRI Property still is subject to this Agreement forty (40) years after the Effective Date of this Agreement, this Agreement shall automatically extend without the necessity of any notice, agreement, or recording by or between the parties an additional ten (10) years, for a total of fifty (50) years, at which time this Agreement shall automatically terminate as to the CDRI Property without the necessity of any notice, agreement, or recording by or between the parties.

10.2 Termination as to Lots. The purpose of this Agreement is to provide for development of the CDRI Property in accordance with applicable City standards. Accordingly, although recorded, this Agreement will terminate as to any individual lot, parcel, tract, area, or subdivision ("Lot") within the CDRI Property without the execution or recordation of any further document or instrument as to any Lot, upon the sale of that Lot by CDRI (including any successor-in-interest with respect to all or any portion of the CDRI Property) to end user(s) that purchase completed structures, after the facilities associated with the Project have been constructed, successfully tested, and then dedicated to, and accepted by, the City. Any title insurer can rely on this paragraph with respect to this Agreement when issuing any commitment to insure or when issuing a title insurance policy in connection with the sale of a particular Lot within the Property. Notwithstanding the foregoing automatic termination, once the Project has been constructed, successfully tested, and then dedicated to, and accepted by, the City, upon the request of any developer, the City and any other developers shall execute and record a notice of termination of this Agreement in a form reasonably specified by the requesting developer.

10.3 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To CDRI:

Canyon del Rio Investors, LLC
Attn: Robert M. Semple
2700 N. Central Ave., 9th Floor
Phoenix, Arizona 85004

With copies to:

City Attorney
211 West Aspen Avenue
Flagstaff, Arizona 86001

David E. Shein
Shein Phanse Adkins, P.C.
6720 North Scottsdale Road
Suite 261
Scottsdale, Arizona 85253

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

10.4 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

10.5 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

10.6 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. CDRI represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona, that it is duly qualified to do business in the State of Arizona, and is in good standing under applicable state laws. CDRI and the City warrant to each other that the individual executing this Agreement on behalf of his/her respective party is authorized and empowered to bind the party on whose behalf each individual is signing. CDRI warrants and represents to the City that by entering into this Agreement, CDRI has bound the CDRI Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

10.7 Entire Agreement. This Agreement, including the following Exhibits which are incorporated into this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. Notwithstanding the foregoing, CDRI may, without requiring any Amendment to this Agreement, request modifications to any Exhibit(s) provided that such modification(s) is subject to the City's then-applicable review process and approvals. This Section 10.7 applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this Section 10.7 has no effect on them.

Exhibit A	***Legal Description of Property***
Exhibit B	***Parcel Map***
Exhibit C	***Concept Zoning Plan***
Exhibit D	***Density and Zoning Plan***
Exhibit E	***Parcel Q-3 Utility Infrastructure Improvements***
Exhibit F	***Off-Site Improvements / Financial Allocations***
Exhibit G	***Phasing Plan***

10.8 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the CDRI Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns that own (at the time of the Amendment) the portion(s) of the CDRI Property that is included in the Amendment. Consent is not required from owners of property(ies) within the CDRI Property that are not included in the Amendment. The City shall record the amendment in the official records of the Coconino County Recorder.

10.9 Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, will not be affected thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law.

10.10 Controlling Law and Choice of Forum. This Agreement and all questions relating to its validity, interpretation, performance, and inducement shall be governed by and construed, interpreted, and enforced in accordance with the substantive laws of the State of Arizona (without reference to conflict of law principles). Any action pertaining to this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona, in and for the County of Maricopa, and all parties irrevocably consent to exclusive jurisdiction and venue in such court for such purposes.

10.11 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and CDRI execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

10.12 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between CDRI and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

10.13 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

10.14 Compliance with All Laws. CDRI and the City will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations and policies.

10.15 Successors and Assigns. CDRI (including its successors and assigns) shall be entitled to assign its interest in this Agreement, in whole or in part, to any person or entity, provided that the City receives notice of such assignment from the assignor with the name, address, and designated representative of the assignee, accompanied by a written instrument (a true and correct copy of which shall be provided to the City) pursuant to which the assignee has agreed to be bound by this Agreement and assumed all obligations of the assignor with respect to the Parcel or Parcels (which may include the entire CDRI Property), and upon such receipt by the City, and without any action by the City, then with respect to the Parcel or Parcels assigned (which may include the entire CDRI Property), the assignor shall be released from any

obligations or liabilities arising under this Agreement from and after the date of the assignment.

10.16 Vested Rights. Nothing in this Development Agreement shall preclude CDRI (including its successors and assigns) from claiming that CDRI has vested rights to complete the development of the Project in reliance on Rezoning Ordinance No. 2019-**[_____]** ("Rezoning Ordinance").

10.17 Additional Instruments and Acts. Without limiting the provisions of this Agreement, the parties shall promptly execute and deliver all such other instruments and take all such other action as any party may reasonably request from time to time, before or after the execution of this Agreement, in order to effectuate the actions and transactions contemplated by this Agreement.

10.18 Estoppel Certificate. Any Owner may request of the City Manager, and the City Manager or his designee shall, within thirty (30) calendar days, respond and certify by written instrument to the requesting party that (a) the Rezoning Ordinance is unmodified and in full force and effect, or if there have been modifications, that the Rezoning Ordinance is in full force and effect as modified, stating the nature and date of such modifications; (b) there is or is not a default under that Rezoning Ordinance or this Agreement and the scope and nature of the default; and (c) the City has or does not have any existing or pending legal or equitable claims against any party with an ownership interest in the Property. In the event an Owner has not received an estoppel certificate within thirty (30) days from the date of the request, then in such event, that Owner shall be entitled to prepare an estoppel certificate and deliver the certificate to the City Manager, and such estoppel certificate shall be binding upon the City.

10.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which will constitute one and the same agreement.

Dated as of the Effective Date, by:

City of Flagstaff

_____

_____, Mayor

Attest:

_____

_____, City Clerk

Approved as to form and authority:

Canyon del Rio Investors, LLC, for itself and the CDR Entities

By:_____

Name:_____

Title:_____

_____

_____, City Attorney

STATE OF ARIZONA)
COUNTY OF_____)

ACKNOWLEDGMENT

On this __ day of _____, 2019, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Canyon del Rio Investors, LLC, an Arizona limited liability company, for the purposes therein contained.

_____

Notary Public

My Commission Expires:_____

Exhibit A

(Legal Description - Property)

Exhibit B
(Parcel Map)

Exhibit C
(Concept Zoning Plan)

Exhibit D

Density and Zoning Plan[1]

Parcel	Zoning	Use	Maximum Density
E-1	HC - Commercial	Office/Retail	N/A
E-2	HC - Commercial	Office/Retail	N/A
F	HC - Commercial	Office/Retail	N/A
G	MR – Med Density	Attached Residential	50
H	HC - Commercial	Office/Retail	N/A
I	Rl – SFR	Detached Residential	50
J-1	HR – High Density	Attached Residential/Multi-Family/Apartments	240
J-2	HR – High Density	Attached Residential/Multi-Family/Apartments	432
K-1	HC - Commercial	Retail	N/A
K-2	HC - Commercial	Retail	N/A
N	MR – Med Density	Attached Residential/Duplex Units	42
O	MR - Med Density	Attached Residential/Church or School	49
P	MR – Med Density	Attached Residential/Church or School	40
Q-1	R I – SFR	Detached Residential	41
Q-2	Rl – SFR	Detached Residential	21
Q-3	MR – Med Density	Attached Residential/Duplex Units	80
R 1 through R-5	MR – Med Density	Planned Community	367
S	SR - LG Lot Residential	Detached Residential	14

[1] Notwithstanding any maximum density set forth on this ***Exhibit D,*** CDRI may elect to make minor density transfers between and/or among residential Parcels, provided that any such density transfer by CDRI continues to comply with the applicable zoning.

Exhibit E

Parcel Q-3 Utility Infrastructure
and Roadway Improvements

The Q-3 Parcel (a/k/a/ the "AH Parcel") will be provided to the City on an unimproved basis with the Q-3 Utility Infrastructure (as defined below) brought to the City's Q-3 Parcel property line. CDRI will also be responsible for dedicating the Harold Ranch Road ROW and for the completion of the Q-3 Roadway Improvements (as defined below). The term "Q-3 Utility Infrastructure" will mean improvements identified by the approved TIA and WSIA that meet the City's municipal requirement and are of sufficient size and capacity to accommodate the development of Parcel Q-3 for AH purposes and extending these water, sewer, traffic and drainage improvements for that portion of Harold Ranch Road which is located on the CDRI Property. The term "Q-3 Roadway Improvements" will mean the dedication of the Harold Ranch Road ROW (96' adjacent to Parcel Q-3) and completing the roadway improvements required to improve that portion of Harold Ranch Road which is located on the CDRI Property in a manner consistent with the City's Engineering Standards, the Impact Studies (TIA and WSIA) and the Final Zoning. The size and scope of the Q-3 Roadway Improvements adjacent to and east of Parcel Q-3 shall be limited to one lane of pavement in each direction installed to meet ten-year storm requirements, with no curb, gutter, landscaping, etc., required. Roadway Improvements adjacent to Parcel Q-3 shall be installed as "half street" improvements with the southern lanes of traffic provided with construction of the Parcel Q-3 Utility Infrastructure and Roadway Improvements adjacent to Parcel Q-3 and the northern lanes of traffic provided with the development of Parcel R-5. Commencement of construction of the Parcel Q-3 Utility Infrastructure and the Q-3 Roadway Improvements will be required within 12 months following the recordation of a Final Plat for Parcel R-4 within the CDRI Property, and such Parcel Q-3 Utility and Roadway construction shall proceed with reasonable diligence to completion.

Exhibit F

Off-Site Improvements Masterplan
and Financial Allocation

Exhibit G

Phasing Plan

Flagstaff Fire Department

November 26, 2018

CDI LAND INVESTORS III LLC
2700 N CENTRAL AVE 9TH FLOOR
PHOENIX, AZ 85004

CC: Brian Rhoton
RAC Partners
1750 Railroad Springs Blvd. Suite 10
Flagstaff, AZ 86001

RE: **Required Vegetation Management *(APN#s 106-08-005-M, 106-08-005-N, 106-08-005-L; 3200 E BUTLER AVE)***

Greetings Brian Rhoton:

Upon examination of recent plans to develop the above parcels as part of the Canyon Del Rio project, it has been determined that these parcels will require vegetation management as per our Wildland Urban Interface Code Section 603. The parcels have been reviewed during an on-site visit by our staff and vegetation management (i.e. selective tree thinning, debris disposal) has not occurred up to this point. This work must occur prior to combustibles coming on to site. I am reaching out to you to help facilitate successful completion of required vegetation management work.

The required vegetation management is defined as the following according to our Flagstaff Wildland Urban Interface Code:

VEGETATION MANAGEMENT is a plan or operational activity, described below, that is undertaken by property owners at their own discretion or directed/approved by the Code Official designed or required to reduce wildfire threat, promote environmental sustainability, public welfare, and/or community well-being.

a) Debris Disposal – Removal of cut, dead, dying, and/or downed vegetation or other combustible materials, including flammable landscaping plants.

b) Marking – Designating trees or other vegetation, by location, paint, flagging, or other identification system, that are to be either removed or retained.

c) Prescribed Fire – The planned use of fire under specific environmental conditions to achieve forest management or community protection objectives. Used to reduce hazardous fuel levels, control unwanted vegetation, recycle nutrients, favor desired vegetation, and improve visibility and wildlife habitat.

d) Selective Tree Thinning – The periodic removal of individual trees or groups of trees to reduce threat of wildfire, improve individual tree vigor and forest health, or achieve other desired objectives.

To achieve desired conditions that meet the vegetation management requirement prior to development of the above parcels, the following action plan may be followed:

1. Consult with a professional forester to develop a vegetation management plan for the parcels in question. Flagstaff Fire Department (FFD) may advise on forestry professionals they've worked with in past the whom are experienced in wildfire threat reduction projects as needed.

a. A vegetation management plan shall include at least the following information:
    i. A copy of the site plan.
    ii. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall include fuel reduction to include removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.
    iii. Methods to be used to provide for ecosystem sustainability, specifically methods to provide for age and size class distribution over the areas of the property.
    iv. A plan for maintaining the proposed fire protection measures.
2. Submit plans to Firewise Specialist at Fire Administration, 211 W Aspen Ave in Flagstaff, AZ 86001 for review.
3. Upon approval of plans by Firewise Specialist, owner shall consult with vendors to achieve needed vegetation management work defined/designed in the approved plan. Once again, FFD may be able to advise on vendors whom have done this work on past projects as well.
4. Provide status updates to Firewise Specialist towards completion of selective tree thinning work.
5. Once all work is completed, a final inspection will be required prior to any combustibles coming on site.

I invite you to join us with any questions to this process and to provide further details moving forward in a future meeting as schedules allow. We are happy to walk you through this process every step of the way as necessary. Ultimately, the goals of this vegetation management work will reduce wildfire risk, improve forest health and resiliency, and improve our fire response capabilities with the development of your property. We look forward to working cooperatively with you to achieve these goals.

Respectfully,

Jerolyn Byrne
Wildland Firewise Specialist
Flagstaff Fire Department
211 W. Aspen
Flagstaff AZ 86001
928-213-2510
jbyrne@flagstaffaz.gov

CC: Kent Snide
Fire Inspector 2
ksnide@flagstaffaz.gov

Neil Gullickson
Community Planner
ngullickson@flagstaffaz.gov

Paul Summerfelt
Fire Management Officer
psummerfelt@flagstaffaz.gov

CANYON del RIO
FLAGSTAFF, ARIZONA

Canyon del Rio Meeting Certification Exhibit "J" will completed
and forwarded to the City of Flagstaff following the Neighborhood Meetings.

NEIGHBORHOOD MEETING CERTIFICATION

I, CHARLES L. STRICKLAN, the authorized representative of CANYON del RIO PARTNERS do hereby attest that the neighborhood meeting for Project No. PZ-16-00239 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, including the following:

☑ A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on 7/5/18 and accepted by the City of Flagstaff on 7/7/18.

☑ A list of property owners within 1000 feet of the subject properties boundaries was prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.

☑ Notices of the neighborhood meeting were sent via first class mail on 7/9/2018 to all property owners within 1000 feet of the subject properties boundaries, to all tenants residing on the subject property, to all Home Owners Associations (HOAs) within 1,000 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.

☑ A total of 1 neighborhood meeting notification sign(s) were installed on 7/11/2018 at the following location(s):

- SOUTHWEST CORNER OF BUTLER & 4TH

☑ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 9/7/2018.

☑ Copies of the Citizen Participation Report were sent via first class mail on 10/5/2018 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Signature: Charles L Strickland 10/15/2018
Date

CANYON del RIO

MEMORANDUM

To: Neighbors Who Attended the Neighborhood
Meetings for the Proposed Canyon del Rio Community

From: Charles L. Stricklan
Lions Gate Companies, LLC/Canyon del Rio Representative

Date: 8 October, 2018

RE: Public/Neighborhood Meetings Report
Canyon del Rio Zoning Revision Request

Dear Neighbors:

We wanted to thank you for taking the time to attend and to add your input to our proposed Canyon del Rio Community on the 26th and/or 28th of July, 2018.

We want you to know that we take and took every comment seriously and appreciate everyone's input.

As you know, we held these meetings within the scope of the "Neighborhood Meetings Requirements"as set forth by the City of Flagstaff City Code - Title 10-"Section 10-20.30.060 Neighborhood Meeting" through "Section 10-20.30.120 Administrative Procedures." With respect to the procedures outlined therein, your comments and input were recorded as much as possible and submitted to the City of Flagstaff for their consideration with respect to our request for zoning changes for this property.

While the meeting have concluded, please understand that we encourage your input and you are welcome to add your comments on our website at: www.CanyondelRio.com. Or, you can submit your input directly to the City of Flagstaff.

Thank you again for your time and participation in our neighborhood meetings. Following are the meeting notes from those meetings for your review.

Sincerely,

Charles L. Stricklan
President
Lions Gate Companies, LLC/Representative Canyon del Rio
cstricklan@lionsgatecompanies.com
C: 602.418.9669

CANYON del RIO

Dear Neighbors:

The purpose of this meeting is to allow and encourage the neighbors of the proposed Canyon del Rio community at the Southwest corner of Butler Ave. and N 4th Street to provide input into the proposed zoning change to allow a zoning map amendment to 83+/- acres including the re-zoning of parcels E, F, G, H, J, K, N, O and P currently zoned Research & Development ("R&D"). Parcels E, F, H and K to proposed Highway Commercial (HC) 25.5+/- Acres; Parcels G, N, O and P to proposed Medium Density Residential (MR) 27.6+/- Acres; and, Parcels J-1 & J-2 to proposed High Density Residential (HR) 30.0+/- Acres.

The agenda for the meetings shall be as follows:

Dates: Thursday, July 26 and Saturday July 28, 2018. Sinagua Middle School.

-ACTUAL MEETING AGENDA-

Thurs., July 26	Sat. July 28	
▲ 5:45 PM	▲ 12:10 AM*	Doors Open *Sat Late Start, School Not Open
▲ 5:45-6:05	▲ Noon-12:10	Refreshments and Developer/Attendee informal meetings and introductions
▲ 6:05-6:10	▲ 12:15-12:20	Formal Introduction of Canyon del Rio Developers and Developer Team Members
▲ 6:10-6:15	▲ 12:20-12:25	Presentation of Canyon del Rio Proposed Community and Presentation of the Request for Zoning Change for 83+/- Acres from R&D Zoning to HC, MR and HR Zoning (see above)
▲ 6:00-8:10	▲ 12:25-3:05	Floor Open to Attendee Input and Discussion. (All comments and input will be recorded in writing to be provided to the City of Flagstaff staff after the event)
▲ 8:10-8:11	▲ 3:05-3:06	Closing Comments from Canyon del Rio Management and Representatives. Providing information to Attendees to ensure they have multiple contact information sources so that they can communicate with future input *Saturday extended an hour for questions.

Canyon del Rio
Marketing Office: 3605 S Flagstaff Ranch Rd. Flagstaff, AZ 86001
brholon@capstonehomesaz.com Information: 855.928.1100

CANYON del RIO

Canyon del Rio (CDR)
Neighborhood Meeting
July 26, 2018; 6:00pm – 8:00pm
Sinagua Middle School
3950 E. Butler Ave, Flagstaff, AZ 86004

Developer Representatives present: Ownership Brian Rhoton & Robert (Bob) Semple. Guillermo Cortez & Stephan Irwin of Shepard Wesnitzer, Inc, SWI Civil Engineering. Charles L. Stricklan, Lions Gate Companies, Developer Services & Marketing

Presentation made by: Charles Stricklan and Brian Rhoton
55 Residents in attendance at meeting, held in a round-table discussion format.

1. Charlie made introductions, began presentation. Referred those present to website www.canyondelrio.com for adding comments and to review all information presented. In addition we also provided forms at the sign-in table for attendees to leave comments in writing if desired.
2. The attendees consisted of those residents within 1,000' proximity of the proposed community who had received packets sent by first class mail two weeks prior to the meetings. Additional attendees were those that lived outside the 1,000' proximity but had seen the meeting notification on the sign posted on the southwest corner of 4th and Butler. Presentation information included details such as the original masterplan was drawn in 1983 for Canyon del Rio property; Canyon del Rio Investors, the developer group, is currently seeking site plan amendment of multiple indicated sections totaling 83+/- acres from its current zoning designation of R&D (Research & Development) to (HC) Highway Commercial, allowing for retail, office and high density residential. This meeting was held to allow a forum for neighbors and residents of surrounding communities to provide their comments and input regarding the overall community and proposed site plan amendments.
3. Based upon attendee questions, Brian explained that a portion of the community will be deeded to the City of Flagstaff's affordable housing program which is planned for 66+/- units. Other developers of the individual parcels could further participate with their 5% to city affordable housing program as well. Canyon del Rio will consist of single family detached product with expected pricing between $300,000 to $600,000. Apartments will not be student housing or rent by bed; they will be similar to the existing apartments at 4th/Butler and will be limited to 3 story in height. There are two apartment parcels and two duplex parcels.

Butler & 4th Street is the core center/geo center of the city of Flagstaff. City wants this

corridor to be developed correctly. At full completion, there are 8,000 housing units slated for that corridor. CDR is first development of this corridor.
CDR is responsible for road improvements which will be 4 lanes/2 each direction on 4th; Butler will be improved west of 4th St. out to I-40, like past Sinagua Heights. The Butler/4th St area is 6' into the flood plain and will be raised with large box culverts for drainage. Construction there is expected to last 12-18 mos. and is a requirement for CDR to move forward. CDR, COF and other property owners are paying into this reconstruction. 4th St. builds out to CDR and will widen 4th street north of Butler and city is looking to widen 4th St. further north. CDR property goes 200-300' south of access road to Humane Society and there will be improvements to Herold Ranch Road as it crosses CDR.

4. Question regarding traffic even after 4 lane widening as additional residents at CDR will cause additional traffic. Brian replied that traffic studies have been done and that further funding may come from the sales tax increase to be voted on, but building will proceed. Another issue CDR will be involved in is for water supply by building a 12" main under I-40 to Soliere to the area. COF has all the water in the supply system for CDR, but wells will be drilled. Question re traffic mitigation – ADOT and city are reviewing potential for bridge widening.

5. Charles referred people to website for contact info for city contacts and for comments on CDR.

6. Brian explained that the first developments within CDR will be the attached product, detached product, apartments, church and charter school. It is expected that commercial would be last in the development until the community has the numbers to support it and until JW Powell Blvd. and 4th St. are connected (with bridge over wetland area).

7. Question regarding evacuations. Brian reported improvements being done will help the evacuation situations which are studied by fire dept., city, and engineers.

8. Butler Ave. gets improved to full street with sidewalks and bike lane – by city with CDR contribution, but project is done by city. Rio de Flag is left open space which will be dedicated to Grand Canyon Trust or Nature Conservancy supported by the HOA's. Before JWP gets done, there are 5 exits. JWP/4th street is part of the city's 20-year plan and a lot has been done lately.

9. Noise abatement questions from several residents. They report this is an already noisy area due to the valley-like topography and that these new commercial proposed areas will only increase that. Brian explained that the restrictions offered is actually a reduction in commercial - .2 FAR (floor area of parcel – 20%) meaning less commercial space. No adult entertainment and other restrictions will be made. #1 request is for a grocery store, but it would be neighborhood stores, there are not the demographics for a large grocery store. Residents are concerned about noise and asking

for less commercial, or to have the commercial moved to the west side of the community instead of along Butler and 4th. Brian explained that this is a planned business corridor as part of the COF Regional Plan and the other corners of that intersection will include commercial.

10. Question regarding on how many trees will be removed. 50% residential and 30% in the commercial areas must be left; also, steep slopes will be left. Open space map on block plat discussed – shows areas between parcels, but there is also open space required in each parcel. Tree removal is determined by fire safety. Example was given Miramonte at 4th St.: sometimes a cluster of trees are reserved depending on developability and enjoyment factor is better with large swaths of trees remaining.

11. Urban trail/FUTS get improved and others added within the community. There will be connectivity to Little America and inner connectivity within the community. FUTs is developed by CDR, but maintained by city.

12. Question re view from Sinagua Heights. Some of the development will be visible – apartments, school, church will likely be visible. Some will be hidden by trees that are in open areas as well as trees within the parcels.

13. Locations for commercial areas discussed again. Residents requests for alternative location within the community for the commercial. Response from Brian is that commercial needs accessibility off 4th, but the commercial has been re-oriented within and the largest store area will be backed up against a hill.

14. Area east of 4th (Southeast corner of 4th/Butler) is zoned for commercial as part of city regional plan. This area is not part of CDR. Concerned residents advised to contact the City of Flagstaff with regard to that commercial area.

15. Proposed light or roundabout at Peak and Butler discussed. A roundabout at Peaks is in city plans; guess of 5 yrs. from construction.

16. Resident gave example of the Town of Pine for trees saved in development.

17. Question on how long will the road improvements take. Response is approximately 8 mos. to 1 yr. to improve Butler – it will affect daily traffic. A construction traffic study will need to be done.

18. Will the culverts go in before development or when it starts? It will be part of the Butler & 4th St.

19. Estimated development will take 10 years. First phase will include apartments due to demand, attached homes, the large 7k lots, the church. Sidewalks would be included in the first phase.

20. Question regarding developers going belly-up and guarantee. Brian replied that other builders buying in will have to abide by masterplan/zoning; although they could request rezoning within their parcel. This is block plat approval, other approvals come back to community as each is developed.

CANYON del RIO

21. Light pollution question. City has their dark sky standards – there will be more light pollution, but it still must meet city's light regulations that are the most restrictive in the country.

22. Additional tree canopy question. Some open spaces are elevated, and the only thing allowed in those area can be trails.

23. Process explained: there are these two community meetings, a report is completed, go back to city as they review the block plat. 60 days to hear back from city.

24. Resident summarized the main take away from this meeting is the concern regarding the commercial due to noise.

25. Guillermo explained that the city has its goals of making this a center for the city to create urban centers that spread traffic and shopping across the city. Back in 2012, the general city plan was created by the city planners for such urban centers. This plat, as is, goes to two planning and zoning rounds, two city councils. Further development within goes through the same process. Concern is this (Butler/4th) the most chocked and heavy trafficked intersection in the city. There are 1,100 housing units in the CDR development. Traffic studies are done to warrant that there are enough traffic improvements to support the development. Sales tax proposal is not contingent on this intersection being improved.

26. Ann Vonesh of 3885 Kokopelli and Winnie Ennenga of 3870 Kokopelli are Sinagua Heights residents. Residents reported that Sinagua Heights residents are most concerned and potentially affected about property values, peace, and the commercial development. A similar meeting was done 5 yrs. ago with same concerns. They are also concerned about the area east of 4th St. that is zoned commercial, although unrelated to CDR. Brian reported that parcel has been that way since 1983; has been in the market for 12 yrs. and is expected to go to auction, but it doesn't change the zoning.

-end-
Minutes transcribed by Mary Norton of Capstone Homes.

CANYON del RIO

Canyon del Rio
Neighborhood Meeting
July 28, 2018; 12:00pm – 2:00pm
(extended to 3pm for additional neighbor input)
Sinagua Middle School
3950 E. Butler Ave, Flagstaff, AZ 86004

Developer Representatives present:
Ownership - Brian Rhoton, CDR Land Investor Group/Capstone Homes &
Robert (Bob) Semple, Canyon del Rio Investors/Semple,
Marchal & Cooper LLP
Engineering - Guillermo Cortez & Stephan Irwin of Shepard Wesnitzer, Inc,
SWI Civil Engineering.
Consultant - Charles L. Stricklan, President Lions Gate Companies,
Developer Services & Marketing
Assistant - Mary Norton, Marketing Director, Capstone Homes
30 residents in attendance at meeting, held in a Q&A format.

1. Introductions by Charles.
2. Brian provides summary of community:

Canyon del Rio was originally entitled in 1983-1984. The requested rezoning area intended was for Gore. In 2002, CDR was acquired by developers through a state land auction; some parcels were sold off and CDR is now 270 acres. This meeting is intended to get neighborhood thoughts, comments, input; mostly specific to the rezoning of 83 acres which, through various changes in zoning definition, was light industrial, then R&D. There is also alternative zoning for high density residential, so 22-23 acres of commercial would go from R&D to commercial. The areas in question are mostly accessible from 4th Street with only two small parcels on Butler.

This community complies to city's intentions for a hub of the city. It has not been developed over these 20 years due to expensive infrastructure needs. City has funds from sales tax plus contribution from RDC to improve Butler/4th.

At core of CDR is 600 apartments (not student housing, not bed for rent; intended for family living use). A church and charter school are interested in some parcels. There will be attached homes and detached single family homes. 5% of density is going to the City of Flagstaff's land trust program; and each builder will have the ability to have 5% of their project go to the city land trust program as well.

4th Street will be improved to a 4-lane road with a bike lane; it will eventually connect to JW Powell Blvd. Street circulation will remain the same per the plan. There will be about a 7' raising of the intersection due to floodplain and Butler gets improved. Herold Ranch Rd gets realigned (off property) but it will be part of the Butler improvement. Preferred alternative is a roundabout, but not final as city traffic engineers make those decisions on roundabout vs. signaled intersections. CDR will install a 12" water main. Water for the community is included in the city's water system – new efficiencies have accommodated any new water demands.

Resident Val Bryant – concerned about water usage and conservation; new water demand uses up what has been conserved.

Commercial development is limited to .2 FMR. Other limits such as no adult entertainment; intended for neighborhood friendly usages. There will be internal trails for walk/bike including throughout the commercial area. Apartments are limited to 3 stories in height. Resident comment that it will be visible from Sinagua Heights.

All traffic, sewer, drainage analysis has been done by the city.

FUTS will be upgraded and provided throughout the property. All landscaping will be approved through city as well. This area is intended as a jewel; it is the core geographically for Flagstaff. There are 8,000 units planned for this corridor from 4th/Butler to and including the extension of JW Powell Blvd. when complete.

3. Resident Joe Farnsworth – how much forest will be cut down? Block plat is shown and there is dedicated preserved open space. Within the parcels, there will also be trees with requirement that 50% are left per open space requirements. In a commercial area, 30% of the trees remain. In many parcels, the topography demands that is not developable, so nature space and trees remain.

4. Mike Jaffrin – city incentives in question, example of the Hub and it's negative parking issues that were pushed through/allowed to be approved. Brian explained that those incentives he alluded to are to participate in city's affordable housing criteria.

5. Janet Kittery – Sinagua Heights – noise regarding lane expansion. The area already has a lot of noise. She asks for noise reduction that would come from commercial deliveries, traffic. Brian explained that CDR sits lower than Sinagua Heights and there aren't a lot of physical barriers that are effective, so orientation of the buildings is important. City wanted commercial on the street fronts. CDR oriented the building within the community so it will dampen what noise comes out and up from the community. Orien-

tation is best way to mitigate the noise. Whoever develops the commercial parcels must conform to these plans as they are and must go through community development process again with planning and zoning council and city council. Janet wants to know what public participation would they have to inquire about the actual commercial development after this rezoning is approved? Her concerns to be passed to the city and she is encouraged to contact the city's contacts.

6. Joe – Is there any development like this around Flag Ranch and Pine Canyon in the future? Why is this area getting the development? Brian answers yes, development is happening now, including large scale developments. Capstone Homes is currently developing a parcel just adjacent to Flagstaff Ranch. Guillermo Cortez reports that city plans for future growth from airport east, as well as the far west near Flag Ranch and Woody Mtn Rd. Joe reports he's been here 40 yrs. and although growth is inevitable, all this puts pressure on the resources and it will inevitably cost the citizens and developers don't care. Brian says they do care and has built here for 20 years, lives here with his family and his intention is for good, smart, sustainable growth. He wants to see job growth, so his kids can stay here. He is committed to DOE (Department of Energy), smart energy building for affordable homes, as Capstone is currently building. Joe doesn't like the word "affordable" and gives his 40-yr. resident perspective of "affordable" and housing increases. Concern about second home owners taking over.

7. Tim Tarski – would like to see the community leave a buffer of trees along the development, along the roadways particularly Butler Ave as it currently provides a visual respite. He wants his kids and grandkids to be able to stay here and he wants the housing for them. He agrees that the noise buffers should be strongly considered for the truck traffic/delivery. Agrees that a properly planned receiving area can accommodate this. He & his wife walk this the open land in the area where CDR will be and it's full or trash, homeless, drug addicts; it's not safe and not pretty – he welcomes the development. He thinks there should be a child recreation area within, like what they enjoy for the Country Club area with Foxglen Park. He wants to see it a strong community area. He moved here 11 years ago, and smart development can be done; must avoid what happened to the Hub. He and his family love the outdoors, hiking, love the view from Butler and the tree-lined road – wants to see that preserved.

Bob Semple replied that 80% of those trees won't be touched because of topography. He bought this(CDR) in 2002 and is very concerned about the property including the squatters and safety of the current land. He was part of Flag Ranch and the preservation of the caldera. He's environmentally sensitive and works with the city that this (CDR) remain a beautiful area. He's been in it & working on CDR for 16 yrs. and he'll be in it at least 12 yrs.

Resident Joe Farnsworth adds in that he's concerned about the pressure on the environment, of resources and animals in the area.

8. Richard Grose – archeological problems? Raising the intersection and effects? Guillermo explains water drainage/flooring, inadequacies of the current culverts and how it will be corrected. 1/2" of rain retention is required. Traffic analysis is part of the contribution. 2% grade rise for intersection.

9. Val Bryant – concern about snow/ice where it doesn't melt and accidents. Guillermo replies that the new grade will help the situation.

10. Pat Benson – lives where there is a 12% grade and trucks that can't go down, so they must turn around. Asks if there has been any thought to limiting truck weight which would take care of truck noise traffic too. Guillermo says city has looked at that and a roundabout near Little America which is also why they are considering one at Herold Ranch Road.

Pat suggests no right turn from Butler onto 4th at that light for trucks.

11. Richard Grose - How much local labor will be used for this development? Brian replies 100%.

12. Joni Gore – comments about development so it's not just a row of gas stations.

13. Betsy McKellar re housing units at lower southeast of block plat. Brian replied that it's city conceptual for parking lots.

14. Dave McKellar – traffic question regarding Herold Ranch Rd and effect. Guillermo replied that construction traffic will affect the area, but street widening on Butler will help. Brian added that commercial development would be after housing development; south residential area is last. Improvements to Herold Ranch Rd will be improved, and he expects Little America will also be under development with more improvements. Other south areas won't be developed until 4th St goes thru.
With 1,100 residential units/3,000 people at build-out, will all those people will use Butler/4th? How will it handle it? How will the roundabout and intersection be able to handle this? Traffic studies have been done. Guillermo replied city will lead on the street improvements with support from the development. He talked to city, ADOT has approved a grant for the widening of 4th St. bridges.

15. Question on storm drainage and tanks filling. Guillermo explained that has been

looked at. Resident not impressed with city's previous studies with regard to water and traffic. Brian reported that these reports were ran at higher levels – on a "as is" basis. Guillermo explained about water capacity fees and each house is billed $12,000 for future wells, sewer, etc.

16. Joe Farnsworth reports concern about impact on Butler and traffic; seems that 4 lanes isn't enough plus accidents, wait to turn time, speed too fast. Guillermo explained numbers that a 2-lane vs 4-lane can carry/capacity.

17. Michelle Ryan – impact on drainage, utilities, etc. for Humane Society. Guillermo explained road to Humane Society will go from gravel to paved. She asked about closer fire hydrants. They will be approx. every 300-500 ft which is mandated by code. Drainage issues will slightly improve because of retaining first ½" of water runoff.

18. Sinagua Heights resident concerned 4th/Butler becomes a very urban corner, particularly due to the southeast corner. Guillermo explained that it could be leased for commercial usage or bought for commercial development. Leases on commercial parcels are usually 50 yrs. She is concerned about her quality of life from Sinagua Heights.

19. Tyler Linear - question on FUTS trail impact at intersection. Guillermo says FUTS will be maintained and lifted along with the intersection. There are plans for the FUTS to continue across Butler to the north side. They are working with city to continue FUTS.

20. Steve McKellar – question regarding open space preservation. Brian explains these areas are deeded to Grand Canyon Trust or Nature Conservancy, so they won't be owned by the development. They become a conservation easement which prevents it from ever being developed. They will be maintained by the HOA.

21. Carol Covington – question on roadway regarding 4th St. going south. Brian explains that the proposal is for a 5 lane. It gets expanded as demand increases, particularly when the southeast commercial area of 4th gets developed.

22. Richard Grose – re Butler and school traffic and relief for school traffic/accessibility. Guillermo explains the problem is when schools are next to major arteries, such as seen with Sinagua Middle School and Knoles Elementary. CDR will have a community school, so perhaps take some of the pressure off Knoles. Brian also drops his own kids off at these schools and is very aware of the problems; the city is aware and is working to solve these issues with crosswalks, light timing, sidewalks, etc.

23. Carol Covington – wants to understand the process. Brian explained block plat

process, and then plats after the rezoning approval. Goes through planning/zoning and then city council. How closely do the people that implement these plans follow this? Could there be other community meetings for questions and suggestions for the way individual parcel(s) when they are developed? Brian says it goes through DA (Development Agreement) and zoning stipulations that will list concerns and recommendations and what can be done or not. Every comment is given to planning/zoning committee and city council who could put these concerns into the DA and zoning stipulations.

24. Joe Farnsworth – wants to know the cost and profit from these developers. Brian replies this is not a number that can be given; they don't know what their profit and costs estimates will be in the end. Can report that is will cost $15-20 million to build the collector roads alone.

25. Rob Aaron - suggestion for closed space for trash area and making it large enough with straight-in access. This lessens trucks having to reverse too much with backup noises, spend less time on the site which all reduces noise.

26. Carol Covington – asked for clarification on Nature Conservancy and Grand Canyon Trust. Explained by Bob Semple.

27. Tyler Linear – has there been a bus stop looked into and what is the access for people walking to the stores? Brian – Yes there will be a bus stop. There will be trails within the community and neighborhoods to allow for access to stores/etc.

28. Reiterated that the City conducts water/sewer; developer does traffic studies. Studies can and will be available on website, www.canyondelrio.com.

29. Richard Grose – can the developers "require" that there be a Trader Joes and In & Out Burger, please?

30. Janet Setter (?) summaries concern she's hearing for all present:
    - A) noise abatement
    - B) angles and directions of commercial buildings and delivery areas to prevent added noise
    - C) no public process after this zoning is complete so public cannot be a part of the site plan. Would like that to be added so the public/residents have a voice as tis moves forward.
    - D) exclusions added that there be no smoke or vape stores, no bars allowed.
    - E) delivery time 4 am – 10 am restrictions
    - F) view shed restrictions such as lowering apartment height levels;

would like view assessment.

31. Citizen requests ample parking for these shopping areas.

32. Question regarding dark sky – Brian says it's the highest requirements/restrictions in the country and those will be followed.

33. Carol Covington – suggestion that compilation of comments be on website. Charles replied that Yes, that will happen (without names).

34. Brian summarizes that no other meetings are planned, but individual concerns can be addressed by contacting the website with email and phone numbers available; email preferred for him.

35. Carol wants to know about concept of community/look/parks as illustrations are displayed at meeting. Bob Semple explained city didn't want parks, but they will keep a lot of open areas and retain the natural beauty. Pocket parks and playgrounds will be within the parcels. Artist concepts on display for commercial buildings, drawings for residential units, street lights/benches. Brian explained he builds Flagstaff style, Craftsmanship style, some modern mountain. At Crestview, the architecture is very front porch oriented. Not much stucco.

36. Jim Stratton – on Parks & Rec commission and is surprised to hear they were told no parks. Ask re pocket parks. Brian says passive use with ramadas, grass area, etc. within the parcels which will be responsibility of HOA's. These are public parks.

37. Diana Mercer asks re community park. Brian explains there will be none due to lack of flat space. Homes will be on hills and tops of ridges.

How much will developer increase to schools? There will be space for a charter school; school district has no need for another school.

38. Community member asks about why there needs to be an HOA to maintain these amenities as they are a pain. Brian reports that it can't be part of the city to maintain all the amenities that a community wants, so it becomes the direct community's responsibility, hence an HOA.

-end-
Minutes transcribed by Mary Norton of Capstone Homes.

CANYON del RIO

- Neighborhood Meetings Attendee Registration -

Date: 7/26/18 Meeting # 1

Attendee Information

Name: Sharon Alexander/Scott Rexinger
Street: 1169 Flowing Springs Trail
City: F
State: AZ Zip: 86004
EMail: srexinger@gmail.com

Attendee Information

Name: Bill Johnson
Street: 950 N. Sinagua Heights Dr
City: Flagstaff
State: AZ Zip: 86004
EMail: wej86@me.com

Name: Tom Brehm
Street: 925 N Sinagua Hts. DR
City: FL
State: AZ Zip: 86004
EMail: tomrock@live.com

Name: STEVE & DIANE JARVIS
Street: 1600 N SCIENCE PARK
City: FLG
State: AZ Zip: 86004
EMail: sjarvis1224@aol.com

Name: Mandell
Street: 1104 N Flowing Springs
City: Flag
State: Zip: 86004
EMail:

Name: Wilma G. Ennenga
Street: 3870 E Kokopelli Ln
City: Flg
State: Zip: 86004
EMail: Winnie.ennenga@gmail.com

CANYON del RIO

Neighborhood Meetings Attendee Registration

Date: 7/26/18 Meeting # 1

Attendee Information

Name: Deborah Campbell
Street: 1789 N Wood Hollow Way
City: Flagstaff
State: AZ Zip: 86004
EMail: Chuckdeb@q.com

Attendee Information

Name: Tom & Cathy Ure
Street: 3915 E Kokopelli Lane
City: Flagstaff
State: AZ Zip: 86004
EMail: Cathyure@aol.com

Name: Curtis Johnston
Street: 4348 E. Rockcreek Dr.
City: Flagstaff
State: AZ Zip: 86004
EMail: CurtisJohnston86@gmail.com

Name: Martha Bringard
Street: 945 N Shaggy Peak Dr
City: Flagstaff
State: AZ Zip: 86004
EMail: mbringard@gmail.com

Name: Erik Bitsui
Street: 1001 N 4th St
City: Flagstaff
State: AZ Zip: 86004
EMail: ebitsui@hotmail.com

Name: Anne Vonesh
Street: 3885 Kokopelli
City: Flagstaff
State: AZ Zip: 86004
EMail: azvonesh@gmail.com

CANYON del RIO

- Neighborhood Meetings Attendee Registration -

Date: 7/26/18 Meeting # 1

Attendee Information

Name: RICHARD JACKSON
Street: 1680 N WOODS HOLLOW WAY
City: FLAGSTAFF
State: AZ Zip: 86004
EMail: RICHARD@HANGERFLYERSINC.COM

Attendee Information

Name: Jana Kettering
Street: 955 N. Sinagua Heights
City: Flag
State: AZ Zip: 86004
EMail: JanaKetteringe@gmail.com

Name: JEFF JOHNSON
Street: 536 E HAWTHORNE DR
City: FLAGSTAFF
State: AZ Zip: 86004
EMail: JJohnsonRLA@gmail.com

Name: Carol gamble
Street: 900 N. Sinagua Heights Dr
City: Flagstaff
State: AZ Zip: 86004
EMail: carolcgdvm92@gmail.com

Name: JIM NEWBERRY
Street: 1850 S RIVER VALLEY
City: FLAGSTAFF
State: AZ Zip: 86004
EMail:

Name: Ruth Maliborski
Street: 101 S Ash Lane
City: Flagstaff, AZ
State: AZ Zip: 86004
EMail: mrsRi6040@q.mail.com

Letter from Impacted Homeowners Concerning the Canyon del Rio Development

Date: August 5, 2018

TO: Neil Gullickson, Planning and Development Manager, City of Flagstaff Planning and Zoning and the Flagstaff City Council
FROM: Duane and Jana Kettering, 955 Sinagua Heights Drive, Flagstaff, AZ 86004
RE: Registering of concerns about proposed Canyon del Rio development at 4th street / Butler
REQUEST: Please…

- Reply to these questions in writing prior to the next planning and zoning meeting.
- Add this letter and your responses to the public record.
- Notify us of any additional public meetings on this matter at janakettering@gmail.com.

As a resident of the Sinagua Heights neighborhood (SHD), we have the most to lose with the development of the Canyon del Rio (CDR) development and any rezoning. We have attended both developer meetings and taken many notes about the proposal but there are so many unanswered questions or considerations. **So, we ask that you consider these concerns for any official decisions and follow up with the answers to the questions below.**

1. **Zoning Concerns** – As a home owner in the SHD neighborhood, we do not endorse the changing of the zoning from Research and Development to Highway Commercial on the North and North East parcels including K-1, K-2, E-2 and E-1. We have many concerns that are outlined below. We wholeheartedly DO NOT SUPPORT STORES with large loading docks that face our homes on SHD. We also DO NOT support making 4th Street a 4 lane highway as noted in the documents these commercial plats face "highways" without some traffic noise abatement. We do not support High Rise apartments or parking garages. We do not support the high rise apartments that will rise about the canopy --but are comfortable with duplexes and single family homes. This property is zoned for an office complex and making inroads to high paying jobs. In addition, since the commercial builder has not yet been selected as part of this process, how can we be sure any agreements are kept? During the CDR meetings, I heard clearly that once the zoning passes, there is no requirement to reach out to the neighbors to discuss any plans. The Developer stated that they have no requirement to do this – this does not seem right to us. If we get and stipulations agreed to, they should be set and not up for later review.
    - We have been told that the commercial development will not begin for 5-10 years. Is this the case? This is a question for the developer. Five-years does not sound improbable.
    - We have been told that the first roof top will not be sold for 2-2.5 years. Is this the case? Again, a question for the developer, neither of these timelines seem undoable.
    - Will we proactively be invited to public sessions discussing this development? Notification for required public hearings will be sent to all property owners within 1,000

feet, as were invited to the neighborhood meetings. Signs advertising the public hearings will also be posted on site and a newspaper ad will run all at least 15 days before the first public hearing. If the current rezoning application is approved, new development is anticipated to be processed using the review appropriate for each new land use, meaning that development review, in most cases, would be through either the site plan review application or through a subdivision plat, neither require additional public hearings. Subdivision plats do require City Council approval.

- What are the controls for ensuring the development is as it is approved and not changed along the way once CDR gets the zoning? The current rezoning application is a "concept zoning application" which does not specifically identify what the ultimate land uses will be. The rezoning will define a zoning district and allowed uses of that district. The rezoning does identify bulk and mass of building, and general locations. If land uses that are not allowed in the district are proposed or if the development pattern substantially change from the approved plan, a modification to the approved zoning ordinance will be processed, using the same format of the original zoning map amendment.
- We have been told that the size of the grocery store is not a Walmart or Target size – it's a smaller, neighborhood grocer – what size will the grocery story be? Best to ask the developer, we will limit the size based on the standards of the zoning district or through the impact analysis (traffic generation or water usage).

2. **Noise Concerns** – We moved here in June of 2017 and checked on the zoning before buying. It is unfortunate that it this was not on the public record when the project has been in consideration for many years. You might think it's peaceful. Not really, as we hear sirens throughout the night from the fire station on Butler with no regard to time of day or night. We hear the truck traffic engines along I-40 and shifting to exit and rest at Little America and shifting to accelerate to get on I-40 along with the idling. We hear general I-40 car noise as there are no highway sound barriers like many communities have. We hear the train horns and wheels all day but they are particularly troubling at night when we are trying to sleep. We hear the traffic noise from Butler. We hear the dogs barking from the Human Society. We hear the engines of people riding their 4-wheelers around this area which is supposed to be non-motorized. We are in the flight path of Flagstaff flights. All this together makes for a less than peaceful area to live. We came here looking for no air pollution but found noise pollution to be just as disturbing. We are respectfully requesting noise barriers on the 4th street road went that goes through and along butter meeting up with our SHD fence line. For stores that may be part of the master plan, there needs to be restrictions on placing those toward I-40 and away from our neighborhood as we cannot absorb the sound of the constant truck delivery back up beeping that begins before sun up throughout the morning. Deliveries should be restricted to week days. I have family who lives about this close to Safeway and it damages their quality of life hearing these constant deliveries. We advocate to keep the low 35 MPH Speed Limit when Butler is widened.
   - What are your plans to manage the noise coming for many thousands more cars, car alarms and traffic? Traffic noise mitigation has not been required or provided.
   - What are your plans to put up concrete noise partitions along the 4th street road behind us that will support the new development at even current zoning? None are proposed. Noise barriers

along the east side of 4th Street would potentially preclude development along the east side of 4th Street.

- Do you have a plan to eliminate the requirements for train horns during sleeping hours? Not as part of this development proposal.
- Will you restrict delivery times in the Village Center during sleeping and normal waking times times (after 8 a.m.) and restrict the loading docks to be toward the empty land between Canyon del Rio and Little America? We live here all year round. We deserve more peace than temporary travelers in hotels and camp grounds. Current development standards work to locate buildings and building entrances toward public streets, we can expect that most of the commercial buildings will face either 4th Street or Butler Avenue at CDR. Conversely, loading areas will be placed away from those streets, delivery trucks will use public roads, so their presence will not be completely eliminated. Keep in mind there is developable land between 4th Street and Sinagua Heights that is not under the control of CDR and we expect that land will develop in the future, with the rear of those buildings facing Sinagua Heights.
- Will the speed limit change when the road is widened and prompt more traffic noise at high speeds? We anticipate the speed limit on Butler Avenue to be either 35 or 40 mph.
- Will you compensate property owners for this noise as it requires us to keep our windows and doors closed and run expensive and climate change-impacting air conditioners? We do not anticipate any such compensation.
- We have been told that the loading docs for the grocery store will be pointed away from SHD but given that the master plan is only conceptual, how can we count on this? See my comments above.
- Please swap parcel plans - Can you have the K-1 and K-2 Village Center parcels be swapped with the Duplex Residential Village so the commercial traffic is farther away from homes and closer to H to create more of a sound and view shed barrier for the existing homes? The developer should be presented with this concept, so he can address. From a consistency with the current regional plan point-of-view, the intersection of Butler and 4th Street has been identified as a suburban activity center. As proposed, the location of the commercial uses supports the uses and development intensity of the activity center.
- A citizen who was at the second public meeting, and who is in garbage college, indicated that the dumpster pick up angles should offer easy access so the trucks so they do not have to back up two and three times before they access the container. Another citizen also indicated that limited truck traffic to this area would help. Please consider this as requirement in the design. Current Engineering standards require direct access for a garbage truck, meaning no jockeying for position.
- Please can you ensure proper truck way-finding signs so they know not to continue down Butler and also include no idling restrictions? Signage can be provided if a consistent problem is identified.

We invite you to come by and sit on our back deck one evening and listen to the noise we face every day now and without additional development. Will you please help reduce the noise? You/we live in suburban neighborhoods where the residents generally expect conveniences and improvements, not limited to paved roads (increases speeds) Water and sewer, emergency services (fire stations, ambulances), and transportation infrastructure (interstate 40 and trains, both existed before

Sinagua Heights was created). Living in a city anticipates some noise, which should be expected and is appropriate.

3. **Storm Runoff and Flooding Concerns** – Switzer Wash has recently, and for the last several years, been overwhelmed with the amount of monsoon run off. In 2018 during the mid-July 2018 storm runoff, the typically dry channel was overwhelmed creating moving water that reached our property line. I have video of how the wash was overwhelmed. When the additional development and the related black top and cement causes more rain to run down into the Switzer Wash, the flooding could be much wider and higher and negatively impact our property, its insurance and its value – as well as the Flagstaff Urban Trail System (FUTS). The CDR is only required to capture the first inch of storm water.
   - What is the storm water management plan for the new development and nearby areas? The city has plans to elevate the Butler/4th street intersection to allow the wash to flow underneath. Internal to the development, the developer is required to meet the City's stormwater ordinance requirements. These require stormwater to be captured and metered so that the discharge does not exceed pre-development flow rates. That means that pre-development flows and post development flows are required to stay the same.
   - Given that the CDR plan is required to capture only the first inch of rain water, how will you know if the storm water system is sufficient to not negatively impact our property? CDR is required to meet a minimum ½ inch LID requirement, and to meet Stormwater Ordinance requirements to limit off-site flow rates and volumes of water. CDR will be required to address and design mitigation measures for the 100-year storm event.
   - Federal funding is being sought to repair the intersection of 4th & Butler but should that funding not be awarded, will the City of Flagstaff and the Developer pay to correct this issue before development? The City has funded in its 2019 budget 3.7 m and anticipates 1.2m from the developer of CDR for improvements to Butler Avenue and the intersection. The transportation tax renewal includes additional funding that can be dedicated to any shortfalls in the Butler Avenue corridor development.
   - Will construction proceed if you don't have the funds to fix 4th and Butler? We have budgeted the funds for this improvement. The development will not move forward without the required contribution from CDR.
   - Will trail signs and trail grading be improved after these flash floods? Not sure if you mean the FUTS trail but these trails are maintained by our Public Works Department if you have questions regarding maintenance of an existing trail you can contact them for additional information.
   - I learned that there is a drainage report. I am requesting a copy for further review. Contact Susan Alden at salden@flagstaffaz.gov, regarding this request.

4. **Trash Concerns** – FUTS needs improvements behind SHD from the recent flood as the trail has been compromised. But perhaps the largest lingering effect is the trash that flash flood brought and left. We continually try to keep the area clean but we cannot keep up with the trash created from the flash floods, trailer users and the homeless camps in the area. With many more residents nearby using the FUTS, there will be more trash to contend with and more use of the

trails. We have people building camp fires right across the wash and partying all night. When we call in our concerns we are told that the fire restrictions have been lifted so they cannot ticket. This is not campground property and puts our homes at risk. We fear that more people will do this when the CDR land is no longer available for this type of activity.

- How will the City and/or Developer be involved with regular trash clean ups in the Switzer Wash and nearby trails? The developer has not submitted plans for trash clean up days within the proposed CDR development. The residential neighborhoods will be regulated by an HOA which should include such maintenance. State law does not allow for us to review private CC&R documents. This would be an issue best presented to the developer. We have an adopt the FUTS trail program where different community groups of people maintain different portions of the trail system. The trails within CDR are part of this program.
- How often can we expect the city to clean and monitor the area? How can we expect that is will continue if originally put in place? If trash dumping were to become an issue within the CDR development we would expect to receive complaints through our Code Compliance division and we would work with the property owners to resolve the issue.
- See homeless section below.

5. **View shed and Light Pollution Concerns** – As you can imagine, the price of our homes has a lot to do with our view shed not having visible development in our back yard. We paid for this view. We wholeheartedly do not want high rise or well-lit buildings placed near 4th street due to blocking or disturbing our view shed, creating light pollution and noise pollution as explained in this section and other sections. We do not want the haze of light pollution coming from this development.

- When development begins how high will the buildings be? Is three floors for the apartments already a done deal? Can they be two floors? The HC Highway Commercial zone allows buildings up to 60-feet in height which can accommodate up to five stories, the HR High-density Residential zone allows buildings up to 60-feet and the MR Medium-Density Residential zone allows buildings 35-feet, is anywhere between two to three stories.
- Will you be able to see the buildings from our neighborhood? Not sure. A visual analysis was not required.
- Will you be able to see a church steeple from our neighborhood and if so can you restrict that from impacting our view shed and require it to be smaller? Don't know, church steeples are not typically extremely tall or bulky. Any such feature would be subject to building height allowances in that zoning district.
- Will construction and landscaping be required to ensure that businesses be required to comply with Dark Skies Coalition requirements? Yes, the City's Outdoor Lighting Standards, section 10-50.70 of the Zoning Code will by applicable to all development in CDR.

6. **Traffic/Road and Trail Concerns** – There is no doubt going to be much more traffic from new residents that the current road structure will not be able to handle. It looks like the development has the potential to add 3,000 people – it's too tightly packed. We are also quite concerned about and interruption to the trail system that goes through that property – We ride

it almost daily. We are concerned about Butler being widened by our homes as our children cross that street to go to Sinagua Middle School and catch the bus for the high schools.

- If the road is widened, what plans are in place to not just handle more cars but to beautify the area so it doesn't just look like another strip mall? Butler Avenue across the frontage of Sinagua Heights is currently built to is final size. Butler avenue across CDR frontage will be expanded to 4 traffic lanes with median/center turn lanes, curb, gutter parkway and sidewalk on either side. Medians and parkways typically include additional landscaping which helps to beautify the travel corridor and buffer sound.
- Will you add sidewalks along Butler connecting to the top of Butler? Yes
- Will you add sidewalks to 4th street? Yes, sidewalk and FUTS from Huntington south to Butler Avenue.
- What traffic calming strategies are being put in place? Median and new intersections at Peak Point and Herald Ranch roads.
- Will there be crossing signals at the upgraded intersection? Yes
- Will there be bike lanes on all improved roads (Butler and 4th)? Yes
- Will a cross walk be put in for safe crossing between 4th and Foxglen? This is not a requirement for CDR.
- Will there be a better solution for the massive truck traffic on Butler? This is not an issue identified for resolution by the CDR development.
- Will a crosswalk go on Butler from the RV campground across to the truck stop so we can stop playing Frogger as we drive down Butler? (Why not improve that stretch at the same time?) A pedestrian crossing is anticipated with realigned intersection of Herald Ranch Road and Butler Avenue.
- As noted in the noise section, can you provide sound barriers to prevent road noise from impacting the SHD neighborhood? None anticipated see response above.
- Can you have the K1 – K2 Village Center parcels be swapped with the Duplex Residential Village so the commercial traffic is farther away from homes and closer to H to create more of a sound and view shed barrier for the existing homes and full-time residents. See earlier response.
- What is the intended plan for the turn off to the Humane Society when it closes and 4th goes through? No anticipated change, the Humane Society will continue to need access.
- Will trails go through the development or be rerouted? The trails are anticipated to be rerouted within the development, the current trails crossing CDR are not located within easement or right-of-way.
- We understand there will be an urban trail extension from the apartments currently on 4th. That will bring more use to the area of concern. Not sure which apartment are being referenced. Review the regional plan, all planned FUTS are mapped, existing and future trails are identified.

7. **Homeless Camps Concerns** – It should come as no surprise that many homeless people camp in these woods at all times of the year. Little America regularly monitors its land for homeless camps which pushes the camps to the Canyon del Rio Land. Once that is developed, we are concerned that the homeless will camp in the remaining FUTS/Switzer Wash land right in our back yard as many do already. With the proposed development, they will have closer access to stores, alcohol and corners to beg -- which will make camping in our back yard that much more

appealing. This brings fire danger, trash and security issues. We already have some camping so close we can hear their conversations and we find syringes, human waste, alcohol bottles, trash, discarded clothes, evidence of camp fires and are uncomfortable with being on some of the trails alone due to this activity.

- How will you control the homeless population camping in the public FUTS and Switzer Wash areas? Homeless issues will continue to be monitored through the Police Department.
- Is the city committed to prevent this from happening? The community's policy regarding its homeless population is set by the City Council not this development proposal.
- Will tickets and removal rather than warning be the approach to eliminate this practice? See previous response.
- Is the homeless shelter prepared for the increase in residents whose current camp sites will be restricted? See the previous response.

8. **Natural Beauty and Wildlife Concerns** – I have been in the commercial and residential development industry. I know that a development can be done right. We know we need more affordable housing here in Flagstaff. We want landscaping that provides a natural barrier to the streets and that soaks up rain water. We want benches and community art that makes this not a typical strip mall. We want sustainable practices with respect the LONG-TERM viability of this area. We want tall grasses, flowers and trees. Right now when we have visitors (and we have many) they get to see a highway truck stop and RV campground before they get to our house. It would be nice if what is planned makes us proud to live here. We expect that the wildlife that lives on that land will move down near us and there could be additional impacts on the wildlife and us.
   - What is the landscaping plan in the community and Village Center? The Landscaping Standards are in division 10-50.60 of the Zoning Code and will be applied through specific development proposals.
   - What is the landscaping plan for egresses and ingresses of the development and near sidewalks and along the edges of the businesses facing Butler? Street/ROW landscaping requirements are in division 13-18-002 of the Engineering Standards and will be applied as road sections are developed.
   - How will you consider the wildlife impacts? The open spaces proposed by the developer coordinate with the significant drainage features across the site. The Rio de Flag corridor is the most prevalent. The corridor from rim to rim, has been requested to be granted to the city for long term maintenance.

9. **Affordable Housing –** Please so kindly point out the area that will be deeded to the city and is that considered the affordable housing? We have also been told that this project will be 100% local labor – how will this be controlled? Who is the builder for the affordable units? Parcel Q3, located in the south west corner of the property, is to be dedicated to the city for use by the housing division. The city has no control of the labor force. Recently the local labor availability has not been capable of meeting construction labor demand. There are no current

development proposals for parcel Q3.

10. **Property Value Concerns** – With a diminishing tree canopy view, buildings above the remaining canopy, more light and noise pollution, more traffic, trash and homeless activity and potentially more flood issues, we are concerned that our property values will be diminished for the reasons stated in the material above.

As you can see from our concerns and questions above, we need answers. We hope that our efforts and concerns are being seriously considered and will go through a formal process with timely responses. We respectfully request stipulations be put in place to:

- Build sound barrier walls and restrict construction and delivery activity during normal sleeping and resting hours.
- Reduce the height of apartments and steeples and enforce a height restriction.
- Ensure a public process after zoning to comply with the master plan
- Ensure no vaping or smoke shops, and adult entertainment in the family oriented development.

We look forward to your replies and working with us on our concerns and to be proactively notified of any public meeting where the CDR is being discussed.

Thank you,

Jana and Duane Kettering

Submitted August 5, 2018 to Neil Gullickson with CC to the Flagstaff City Council.

July 26, 2018

Mayor and Council Members
Flagstaff City Hall
211 W Aspen Avenue
Flagstaff, AZ 86001

Mayor Coral Evans
Vice-Mayor Jamie Whelan
Councilmember Celia Barotz
Councilmember Charlie Odegaard
Councilmember Eva Putzova
Councilmember Jim McCarthy
Councilmember Scott Overton

Dear Mayor, Vice-Mayor, and Council Members:

Tonight, I attended a community meeting at Sinagua Middle School regarding the planned development of Canyon del Rio community, roughly the SW area of 4th and Butler. As you might be aware CDR Land Investors and Lions Gate Companies have requested a re-zoning for specific parcels of land within their sector of development.

What I anticipated would be an opportunity for the community to bring forth questions, concerns, and a possible re-evaluation regarding a few re-zoning proposals to the City of Flagstaff was nothing of the sort. To put it simply, the voice of your community members—your citizens—was not heard. It was troubling that CDR and Lions Gate would summarily dismiss the concerned voices of a community along with those who requested meaningful dialogue for modifications to the plan. In naval history, Admiral David Farragut is remembered for his immortal order at the Battle of Mobile Bay, "Damn the torpedoes, full speed ahead!" Well, tonight I felt like it was "Damn the citizens, full speed ahead."

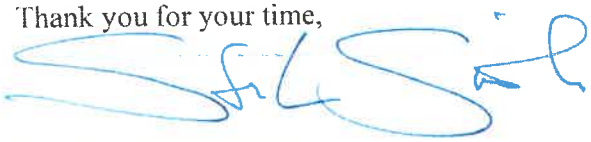
I recognize development must come to the area and I know the City of Flagstaff has long anticipated its development. However, I never recall an opportunity to have a voice in the process or even being notified by CDR or Lions Gate of an opportunity to have a voice in land development phases. Yes, they might have placed those 6 font notices in the paper, which citizens rarely read but that does not absolve them of an ethical component to the community. I often wonder if negating significant community notification and input throughout the process is becoming the *modus operandi* of the City of Flagstaff and private developers.

As for me, I oppose the project for one primary reason—4th street is not ready nor is it capable of handling the significant influx of traffic at its two major choke points—the Butler bridges across I-40. Until the new bridges are completed all development must be abated or the City will be confronted with a serious problem of traffic congestion, transportation delays, public safety issues dealing with emergency response—not to

mention pedestrian well-being and school children safety. Yes, the bridges might be a few years away but to have their completion before the area is developed serves the community and City in the long run.

Please know, during the 2016 election cycle I voted for a new Mayor and new Council members because I felt previous members were not listening to the voices of its citizens regarding Flagstaff growth, development, and a concerted effort to maintain Flagstaff's uniqueness. Therefore, I am hopeful you will hear the voices of your citizens at this time and request the Petitioners to go back and work with the larger part of the community vice just those within a thousand feet for a better master plan to develop the area.

Thank you for your time,



Steven L. Smith, Ed.D.

CANYON del RIO
FLAGSTAFF, ARIZONA

- Neighborhood Meetings -
Date: _____ Meeting #____

Neighbor Comment Form

Name: Stuart & Sara Marks
Street: 915 Sinaqua Hts. Dr.
City: Flagstaff State: Az. Zip: 86004
EMail: morethanacarpenter@gmail.com.

Please print your comments below, thank you:

1) We bought property being told land N. of 4th St. (dog pound) was State forest, never to be developed.
2) High density housing was not in the plan in 2013. Only med-density, single family homes.
3) Why do you expect commercial units to flurish when stores are empty all around town & at the mall?? Butler Ave & 4th St. is NOT central Flagstaff!

Canyon del Rio
Marketing Office: 3605 S Flagstaff Ranch Rd, Flagstaff, AZ 86001
brhoton@capstonecos.com

over

1) Too much traffic impact on to Butler.

2) Bottle neck created over Freeway. When will that overpass be widened?

3) We oppose re-zoning.

CANYON del RIO
FLAGSTAFF, ARIZONA

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over

1) TOO much traffic input (?) to
Butler.
2) Bottle neck created over freeway.
When will that overpass be widened?
3) We oppose re-zoning.

Canyon del Rio
Neighborhood Meeting
July 28, 2018; 12:00pm – 2:00pm
(extended to 3pm for additional neighbor input)
Sinagua Middle School
3950 E. Butler Ave, Flagstaff, AZ 86004

Developer Representatives present:
Ownership - Brian Rhoton, CDR Land Investor Group/Capstone Homes &
Robert (Bob) Semple, Canyon del Rio Investors/Semple, Marchal & Cooper LLP
Engineering - Guillermo Cortez & Stephan Irwin of Shepard Wesnitzer, Inc, SWI Civil Engineering.
Consultant - Charles L. Stricklan, President Lions Gate Companies, Developer Services & Marketing
Assistant - Mary Norton, Marketing Director, Capstone Homes
30 residents in attendance at meeting, held in a Q&A format.

1. Introductions by Charles.
2. Brian provides summary of community:
   Canyon del Rio was originally entitled in 1983-1984. The requested rezoning area intended was for Gore. In 2002, CDR was acquired by developers through a state land auction; some parcels were sold off and CDR is now 270 acres. This meeting is intended to get neighborhood thoughts, comments, input; mostly specific to the rezoning of 83 acres which, through various changes in zoning definition, was light industrial, then R&D. There is also alternative zoning for high density residential, so 22-23 acres of commercial would go from R&D to commercial. The areas in question are mostly accessible from 4th Street with only two small parcels on Butler.
   This community complies to city's intentions for a hub of the city. It has not been developed over these 20 years due to expensive infrastructure needs. City has funds from sales tax plus contribution from RDC to improve Butler/4th.
   At core of CDR is 600 apartments (not student housing, not bed for rent; intended for family living use). A church and charter school are interested in some parcels. There will be attached homes and detached single family homes. 5% of density is going to the City of Flagstaff's land trust program; and each builder will have the ability to have 5% of their project go to the city land trust program as well.
   4th Street will be improved to a 4-lane road with a bike lane; it will eventually connect to JW Powell Blvd. Street circulation will remain the same per the plan. There will be about a 7' raising of the intersection due to floodplain and Butler gets improved. Herold Ranch Rd gets realigned (off property) but it will be part of the Butler improvement. Preferred alternative is a roundabout, but not final as city traffic engineers make those decisions on roundabout vs. signaled intersections. CDR will install a 12" water main. Water for the community is included in the city's water system – new efficiencies have accommodated any new water demands.
   Resident Val Bryant – concerned about water usage and conservation; new water demand uses up what has been conserved.
   Commercial development is limited to .2 FMR. Other limits such as no adult entertainment; intended for neighborhood friendly usages. There will be internal trails for walk/bike including

throughout the commercial area. Apartments are limited to 3 stories in height. Resident comment that it will be visible from Sinagua Heights.
All traffic, sewer, drainage analysis has been done by the city.
FUTS will be upgraded and provided throughout the property. All landscaping will be approved through city as well. This area is intended as a jewel; it is the core geographically for Flagstaff. There are 8,000 units planned for this corridor from 4th/Butler to and including the extension of JW Powell Blvd. when complete.

3. Resident Joe Farnsworth – how much forest will be cut down? Block plat is shown and there is dedicated preserved open space. Within the parcels, there will also be trees with requirement that 50% are left per open space requirements. In a commercial area, 30% of the trees remain. In many parcels, the topography demands that is not developable, so nature space and trees remain.
4. Mike Jaffrin – city incentives in question, example of the Hub and it's negative parking issues that were pushed through/allowed to be approved. Brian explained that those incentives he alluded to are to participate in city's affordable housing criteria.
5. Janet Kittery – Sinagua Heights – noise regarding lane expansion. The area already has a lot of noise. She asks for noise reduction that would come from commercial deliveries, traffic. Brian explained that CDR sits lower than Sinagua Heights and there aren't a lot of physical barriers that are effective, so orientation of the buildings is important. City wanted commercial on the street fronts. CDR oriented the building within the community so it will dampen what noise comes out and up from the community. Orientation is best way to mitigate the noise. Whoever develops the commercial parcels must conform to these plans as they are and must go through community development process again with planning and zoning council and city council. Janet wants to know what public participation would they have to inquire about the actual commercial development after this rezoning is approved? Her concerns to be passed to the city and she is encouraged to contact the city's contacts.
6. Joe – Is there any development like this around Flag Ranch and Pine Canyon in the future? Why is this area getting the development? Brian answers yes, development is happening now, including large scale developments. Capstone Homes is currently developing a parcel just adjacent to Flagstaff Ranch. Guillermo Cortez reports that city plans for future growth from airport east, as well as the far west near Flag Ranch and Woody Mtn Rd. Joe reports he's been here 40 yrs. and although growth is inevitable, all this puts pressure on the resources and it will inevitably cost the citizens and developers don't care. Brian says they do care and has built here for 20 years, lives here with his family and his intention is for good, smart, sustainable growth. He wants to see job growth, so his kids can stay here. He is committed to DOE (Department of Energy), smart energy building for affordable homes, as Capstone is currently building. Joe doesn't like the word "affordable" and gives his 40-yr. resident perspective of "affordable" and housing increases. Concern about second home owners taking over.
7. Tim Tarski – would like to see the community leave a buffer of trees along the development, along the roadways particularly Butler Ave as it currently provides a visual respite. He wants his kids and grandkids to be able to stay here and he wants the housing for them. He agrees that the noise buffers should be strongly considered for the truck traffic/delivery. Agrees that a properly planned receiving area can accommodate this. He & his wife walk this the open land in the area where CDR will be and it's full or trash, homeless, drug addicts; it's not safe and not

pretty – he welcomes the development. He thinks there should be a child recreation area within, like what they enjoy for the Country Club area with Foxglen Park. He wants to see it a strong community area. He moved here 11 years ago, and smart development can be done; must avoid what happened to the Hub. He and his family love the outdoors, hiking, love the view from Butler and the tree-lined road – wants to see that preserved.
Bob Semple replied that 80% of those trees won't be touched because of topography. He bought this(CDR) in 2002 and is very concerned about the property including the squatters and safety of the current land. He was part of Flag Ranch and the preservation of the caldera. He's environmentally sensitive and works with the city that this (CDR) remain a beautiful area. He's been in it & working on CDR for 16 yrs. and he'll be in it at least 12 yrs.
Resident Joe Farnsworth adds in that he's concerned about the pressure on the environment, of resources and animals in the area.

8. Richard Grose – archeological problems? Raising the intersection and effects? Guillermo explains water drainage/flooring, inadequacies of the current culverts and how it will be corrected. 1/2" of rain retention is required. Traffic analysis is part of the contribution. 2% grade rise for intersection.
9. Val Bryant – concern about snow/ice where it doesn't melt and accidents. Guillermo replies that the new grade will help the situation.
10. Pat Benson – lives where there is a 12% grade and trucks that can't go down, so they must turn around. Asks if there has been any thought to limiting truck weight which would take care of truck noise traffic too. Guillermo says city has looked at that and a roundabout near Little America which is also why they are considering one at Herold Ranch Road.
    Pat suggests no right turn from Butler onto 4th at that light for trucks.
11. Richard Grose - How much local labor will be used for this development? Brian replies 100%.
12. Joni Gore – comments about development so it's not just a row of gas stations.
13. Betsy McKellar re housing units at lower southeast of block plat. Brian replied that it's city conceptual for parking lots.
14. Dave McKellar – traffic question regarding Herold Ranch Rd and effect. Guillermo replied that construction traffic will affect the area, but street widening on Butler will help. Brian added that commercial development would be after housing development; south residential area is last. Improvements to Herold Ranch Rd will be improved, and he expects Little America will also be under development with more improvements. Other south areas won't be developed until 4th St goes thru.
    With 1,100 residential units/3,000 people at build-out, will all those people will use Butler/4th? How will it handle it? How will the roundabout and intersection be able to handle this? Traffic studies have been done. Guillermo replied city will lead on the street improvements with support from the development. He talked to city, ADOT has approved a grant for the widening of 4th St. bridges.
15. Question on storm drainage and tanks filling. Guillermo explained that has been looked at. Resident not impressed with city's previous studies with regard to water and traffic. Brian reported that these reports were ran at higher levels – on a "as is" basis. Guillermo explained about water capacity fees and each house is billed $12,000 for future wells, sewer, etc.

16. Joe Farnsworth reports concern about impact on Butler and traffic; seems that 4 lanes isn't enough plus accidents, wait to turn time, speed too fast. Guillermo explained numbers that a 2-lane vs 4-lane can carry/capacity.
17. Michelle Ryan – impact on drainage, utilities, etc. for Humane Society. Guillermo explained road to Humane Society will go from gravel to paved. She asked about closer fire hydrants. They will be approx. every 300-500 ft which is mandated by code. Drainage issues will slightly improve because of retaining first ½" of water runoff.
18. Sinagua Heights resident concerned 4th/Butler becomes a very urban corner, particularly due to the southeast corner. Guillermo explained that it could be leased for commercial usage or bought for commercial development. Leases on commercial parcels are usually 50 yrs. She is concerned about her quality of life from Sinagua Heights.
19. Tyler Linear - question on FUTS trail impact at intersection. Guillermo says FUTS will be maintained and lifted along with the intersection. There are plans for the FUTS to continue across Butler to the north side. They are working with city to continue FUTS.
20. Steve McKellar – question regarding open space preservation. Brian explains these areas are deeded to Grand Canyon Trust or Nature Conservancy, so they won't be owned by the development. They become a conservation easement which prevents it from ever being developed. They will be maintained by the HOA.
21. Carol Covington – question on roadway regarding 4th St. going south. Brian explains that the proposal is for a 5 lane. It gets expanded as demand increases, particularly when the southeast commercial area of 4th gets developed.
22. Richard Grose – re Butler and school traffic and relief for school traffic/accessibility. Guillermo explains the problem is when schools are next to major arteries, such as seen with Sinagua Middle School and Knoles Elementary. CDR will have a community school, so perhaps take some of the pressure off Knoles. Brian also drops his own kids off at these schools and is very aware of the problems; the city is aware and is working to solve these issues with crosswalks, light timing, sidewalks, etc.
23. Carol Covington – wants to understand the process. Brian explained block plat process, and then plats after the rezoning approval. Goes through planning/zoning and then city council. How closely do the people that implement these plans follow this? Could there be other community meetings for questions and suggestions for the way individual parcel(s) when they are developed? Brian says it goes through DA (Development Agreement) and zoning stipulations that will list concerns and recommendations and what can be done or not. Every comment is given to planning/zoning committee and city council who could put these concerns into the DA and zoning stipulations.
24. Joe Farnsworth – wants to know the cost and profit from these developers. Brian replies this is not a number that can be given; they don't know what their profit and costs estimates will be in the end. Can report that is will cost $15-20 million to build the collector roads alone.
25. Rob Aaron - suggestion for closed space for trash area and making it large enough with straight-in access. This lessens trucks having to reverse too much with backup noises, spend less time on the site which all reduces noise.
26. Carol Covington – asked for clarification on Nature Conservancy and Grand Canyon Trust. Explained by Bob Semple.

27. Tyler Linear – has there been a bus stop looked into and what is the access for people walking to the stores? Brian – Yes there will be a bus stop. There will be trails within the community and neighborhoods to allow for access to stores/etc.
28. Reiterated that the City conducts water/sewer; developer does traffic studies. Studies can and will be available on website, www.canyondelrio.com.
29. Richard Grose – can the developers "require" that there be a Trader Joes and In & Out Burger, please?
30. Janet Setter (?) summaries concern she's hearing for all present:
    A) noise abatement
    B) angles and directions of commercial buildings and delivery areas to prevent added noise
    C) no public process after this zoning is complete so public cannot be a part of the site plan. Would like that to be added so the public/residents have a voice as tis moves forward.
    D) exclusions added that there be no smoke or vape stores, no bars allowed.
    E) delivery time 4 am – 10 am restrictions
    F) view shed restrictions such as lowering apartment height levels; would like view assessment.
31. Citizen requests ample parking for these shopping areas.
32. Question regarding dark sky – Brian says it's the highest requirements/restrictions in the country and those will be followed.
33. Carol Covington – suggestion that compilation of comments be on website. Charles replied that Yes, that will happen (without names).
34. Brian summarizes that no other meetings are planned, but individual concerns can be addressed by contacting the website with email and phone numbers available; email preferred for him.
35. Carol wants to know about concept of community/look/parks as illustrations are displayed at meeting. Bob Semple explained city didn't want parks, but they will keep a lot of open areas and retain the natural beauty. Pocket parks and playgrounds will be within the parcels. Artist concepts on display for commercial buildings, drawings for residential units, street lights/benches. Brian explained he builds Flagstaff style, Craftsmanship style, some modern mountain. At Crestview, the architecture is very front porch oriented. Not much stucco.
36. Jim Stratton – on Parks & Rec commission and is surprised to hear they were told no parks. Ask re pocket parks. Brian says passive use with ramadas, grass area, etc. within the parcels which will be responsibility of HOA's. These are public parks.
37. Diana Mercer asks re community park. Brian explains there will be none due to lack of flat space. Homes will be on hills and tops of ridges.
    How much will developer increase to schools? There will be space for a charter school; school district has no need for another school.
38. Community member asks about why there needs to be an HOA to maintain these amenities as they are a pain. Brian reports that it can't be part of the city to maintain all the amenities that a community wants, so it becomes the direct community's responsibility, hence an HOA.

-end-

Minutes transcribed by Mary Norton of Capstone Homes.

Canyon del Rio (CDR)
Neighborhood Meeting
July 26, 2018; 6:00pm – 8:00pm
Sinagua Middle School
3950 E. Butler Ave, Flagstaff, AZ 86004

Developer Representatives present:
Ownership - Brian Rhoton, CDR Land Investor Group/Capstone Homes &
Robert (Bob) Semple, Canyon del Rio Investors/Semple, Marchal & Cooper LLP
Engineering - Guillermo Cortez & Stephan Irwin of Shepard Wesnitzer, Inc, SWI Civil Engineering.
Consultant - Charles L. Stricklan, President Lions Gate Companies, Developer Services & Marketing
Assistant - Mary Norton, Marketing Director, Capstone Homes

Presentation made by: Charles Stricklan and Brian Rhoton
55 Residents in attendance at meeting, held in a round-table discussion format.

1. Charlie made introductions, began presentation. Referred those present to the website www.canyondelrio.com, for adding comments and to review all information presented. In addition we also provided forms at the sign-in table for attendees to leave comments in writing if desired.
2. The attendees consisted of those residents within 1,000' proximity of the proposed community who had received packets sent by first class mail two weeks prior to the meetings. Additional attendees were those that lived outside the 1,000' proximity but had seen the meeting notification on the sign posted on the southwest corner of 4th and Butler. Presentation information included details such as the original masterplan was drawn in 1983 for Canyon del Rio property; Canyon del Rio Investors, the developer group, is currently seeking site plan amendment of multiple indicated sections totaling 83+/- acres from its current zoning designation of R&D (Research & Development) to (HC) Highway Commercial, allowing for retail, office and high density residential. This meeting was held to allow a forum for neighbors and residents of surrounding communities to provide their comments and input regarding the overall community and proposed site plan amendments.
3. Based upon attendee questions, Brian explained that a portion of the community will be deeded to the City of Flagstaff's affordable housing program which is planned for 66+/- units. Other developers of the individual parcels could further participate with their 5% to city affordable housing program as well. Canyon del Rio will consist of single family detached product with expected pricing between $300,000 to $600,000. Apartments will not be student housing or rent by bed; they will be similar to the existing apartments at 4th/Butler and will be limited to 3 story in height. There are two apartment parcels and two duplex parcels.
Butler & 4th Street is the core center/geo center of the city of Flagstaff. City wants this corridor to be developed correctly. At full completion, there are 8,000 housing units slated for that corridor. CDR is first development of this corridor.

CDR is responsible for road improvements which will be 4 lanes/2 each direction on 4th; Butler will be improved west of 4th St. out to I-40, like past Sinagua Heights. The Butler/4th St area is 6' into the flood plain and will be raised with large box culverts for drainage. Construction there is expected to last 12-18 mos. and is a requirement for CDR to move forward. CDR, COF and other property owners are paying into this reconstruction. 4th St. builds out to CDR and will widen 4th street north of Butler and city is looking to widen 4th St. further north. CDR property goes 200-300' south of access road to Humane Society and there will be improvements to Herold Ranch Road as it crosses CDR.

4. Question regarding traffic even after 4 lane widening as additional residents at CDR will cause additional traffic. Brian replied that traffic studies have been done and that further funding may come from the sales tax increase to be voted on, but building will proceed. Another issue CDR will be involved in is for water supply by building a 12" main under I-40 to Soliere to the area. COF has all the water in the supply system for CDR, but wells will be drilled. Question re traffic mitigation – ADOT and city are reviewing potential for bridge widening.
5. Charles referred people to website for contact info for city contacts and for comments on CDR.
6. Brian explained that the first developments within CDR will be the attached product, detached product, apartments, church and charter school. It is expected that commercial would be last in the development until the community has the numbers to support it and until JW Powell Blvd. and 4th St. are connected (with bridge over wetland area).
7. Question regarding evacuations. Brian reported improvements being done will help the evacuation situations which are studied by fire dept., city, and engineers.
8. Butler Ave. gets improved to full street with sidewalks and bike lane – by city with CDR contribution, but project is done by city. Rio de Flag is left open space which will be dedicated to Grand Canyon Trust or Nature Conservancy supported by the HOA's. Before JWP gets done, there are 5 exits. JWP/4th street is part of the city's 20-year plan and a lot has been done lately.
9. Noise abatement questions from several residents. They report this is an already noisy area due to the valley-like topography and that these new commercial proposed areas will only increase that. Brian explained that the restrictions offered is actually a reduction in commercial - .2 FAR (floor area of parcel – 20%) meaning less commercial space. No adult entertainment and other restrictions will be made. #1 request is for a grocery store, but it would be neighborhood stores, there are not the demographics for a large grocery store. Residents are concerned about noise and asking for less commercial, or to have the commercial moved to the west side of the community instead of along Butler and 4th. Brian explained that this is a planned business corridor as part of the COF Regional Plan and the other corners of that intersection will include commercial.
10. Question regarding on how many trees will be removed. 50% residential and 30% in the commercial areas must be left; also, steep slopes will be left. Open space map on block plat discussed – shows areas between parcels, but there is also open space required in each parcel. Tree removal is determined by fire safety. Example was given Miramonte at 4th St.: sometimes a cluster of trees are reserved depending on developability and enjoyment factor is better with large swaths of trees remaining.
11. Urban trail/FUTS get improved and others added within the community. There will be connectivity to Little America and inner connectivity within the community. FUTs is developed by CDR, but maintained by city.

12. Question re view from Sinagua Heights. Some of the development will be visible – apartments, school, church will likely be visible. Some will be hidden by trees that are in open areas as well as trees within the parcels.
13. Locations for commercial areas discussed again. Residents requests for alternative location within the community for the commercial. Response from Brian is that commercial needs accessibility off 4th, but the commercial has been re-oriented within and the largest store area will be backed up against a hill.
14. Area east of 4th (Southeast corner of 4th/Butler) is zoned for commercial as part of city regional plan. This area is not part of CDR. Concerned residents advised to contact the City of Flagstaff with regard to that commercial area.
15. Proposed light or roundabout at Peak and Butler discussed. A roundabout at Peaks is in city plans; guess of 5 yrs. from construction.
16. Resident gave example of the Town of Pine for trees saved in development.
17. Question on how long will the road improvements take. Response is approximately 8 mos. to 1 yr. to improve Butler – it will affect daily traffic. A construction traffic study will need to be done.
18. Will the culverts go in before development or when it starts? It will be part of the Butler & 4th St.
19. Estimated development will take 10 years. First phase will include apartments due to demand, attached homes, the large 7k lots, the church. Sidewalks would be included in the first phase.
20. Question regarding developers going belly-up and guarantee. Brian replied that other builders buying in will have to abide by masterplan/zoning; although they could request rezoning within their parcel. This is block plat approval, other approvals come back to community as each is developed.
21. Light pollution question. City has their dark sky standards – there will be more light pollution, but it still must meet city's light regulations that are the most restrictive in the country.
22. Additional tree canopy question. Some open spaces are elevated, and the only thing allowed in those area can be trails.
23. Process explained: there are these two community meetings, a report is completed, go back to city as they review the block plat. 60 days to hear back from city.
24. Resident summarized the main take away from this meeting is the concern regarding the commercial due to noise.
25. Guillermo explained that the city has its goals of making this a center for the city to create urban centers that spread traffic and shopping across the city. Back in 2012, the general city plan was created by the city planners for such urban centers. This plat, as is, goes to two planning and zoning rounds, two city councils. Further development within goes through the same process. Concern is this (Butler/4th) the most chocked and heavy trafficked intersection in the city. There are 1,100 housing units in the CDR development. Traffic studies are done to warrant that there are enough traffic improvements to support the development. Sales tax proposal is not contingent on this intersection being improved.
26. Ann Vonesh of 3885 Kokopelli and Winnie Ennenga of 3870 Kokopelli are Sinagua Heights residents. Residents reported that Sinagua Heights residents are most concerned and potentially affected about property values, peace, and the commercial development. A similar meeting was done 5 yrs. ago with same concerns.

They are also concerned about the area east of 4th St. that is zoned commercial, although unrelated to CDR. Brian reported that parcel has been that way since 1983; has been in the market for 12 yrs. and is expected to go to auction, but it doesn't change the zoning.

Meeting ended with a Thank You from Charles Stricklan for all for attending and reminding all that their comments would go to the City of Flagstaff. Also, Charlie reminded the attendees that if they wanted, there were comment sheets at the check-in desk, or they could go to the website at www.canyondelrio.com to add comments and that all comments would be included in our report to the City of Flagstaff.

Meeting ended approximately 12:05 but all attendees were invited to come forward to review the displays and to ask any questions of the developers. Many of those attending came forward and this informal discussion continued until approximately 1:00 when the meeting ended.

-end-
Minutes transcribed by Mary Norton of Capstone Homes.

Public Comments Sent to the City

Letter from Impacted Homeowners Concerning the Canyon del Rio Development

Date: August 5, 2018

TO: Neil Gullickson, Planning and Development Manager, City of Flagstaff Planning and Zoning and the Flagstaff City Council
FROM: Duane and Jana Kettering, 955 Sinagua Heights Drive, Flagstaff, AZ 86004
RE: Registering of concerns about proposed Canyon del Rio development at 4th street / Butler
REQUEST: Please…

- Reply to these questions in writing prior to the next planning and zoning meeting.
- Add this letter and your responses to the public record.
- Notify us of any additional public meetings on this matter at janakettering@gmail.com.

As a resident of the Sinagua Heights neighborhood (SHD), we have the most to lose with the development of the Canyon del Rio (CDR) development and any rezoning. We have attended both developer meetings and taken many notes about the proposal but there are so many unanswered questions or considerations. **So, we ask that you consider these concerns for any official decisions and follow up with the answers to the questions below.**

1. **Zoning Concerns** – As a home owner in the SHD neighborhood, we do not endorse the changing of the zoning from Research and Development to Highway Commercial on the North and North East parcels including K-1, K-2, E-2 and E-1. We have many concerns that are outlined below. We wholeheartedly DO NOT SUPPORT STORES with large loading docks that face our homes on SHD. We also DO NOT support making 4th Street a 4 lane highway as noted in the documents these commercial plats face "highways" without some traffic noise abatement. We do not support High Rise apartments or parking garages. We do not support the high rise apartments that will rise about the canopy --but are comfortable with duplexes and single family homes. This property is zoned for an office complex and making inroads to high paying jobs. In addition, since the commercial builder has not yet been selected as part of this process, how can we be sure any agreements are kept? During the CDR meetings, I heard clearly that once the zoning passes, there is no requirement to reach out to the neighbors to discuss any plans. The Developer stated that they have no requirement to do this – this does not seem right to us. If we get and stipulations agreed to, they should be set and not up for later review.
    - We have been told that the commercial development will not begin for 5-10 years. Is this the case? This is a question for the developer. Five-years does not sound improbable.
    - We have been told that the first roof top will not be sold for 2-2.5 years. Is this the case? Again, a question for the developer, neither of these timelines seem undoable.
    - Will we proactively be invited to public sessions discussing this development? Notification for required public hearings will be sent to all property owners within 1,000

along the east side of 4th Street would potentially preclude development along the east side of 4th Street.

- Do you have a plan to eliminate the requirements for train horns during sleeping hours? Not as part of this development proposal.
- Will you restrict delivery times in the Village Center during sleeping and normal waking times times (after 8 a.m.) and restrict the loading docks to be toward the empty land between Canyon del Rio and Little America? We live here all year round. We deserve more peace than temporary travelers in hotels and camp grounds. Current development standards work to locate buildings and building entrances toward public streets, we can expect that most of the commercial buildings will face either 4th Street or Butler Avenue at CDR. Conversely, loading areas will be placed away from those streets, delivery trucks will use public roads, so their presence will not be completely eliminated. Keep in mind there is developable land between 4th Street and Sinagua Heights that is not under the control of CDR and we expect that land will develop in the future, with the rear of those buildings facing Sinagua Heights.
- Will the speed limit change when the road is widened and prompt more traffic noise at high speeds? We anticipate the speed limit on Butler Avenue to be either 35 or 40 mph.
- Will you compensate property owners for this noise as it requires us to keep our windows and doors closed and run expensive and climate change-impacting air conditioners? We do not anticipate any such compensation.
- We have been told that the loading docs for the grocery store will be pointed away from SHD but given that the master plan is only conceptual, how can we count on this? See my comments above.
- Please swap parcel plans - Can you have the K-1 and K-2 Village Center parcels be swapped with the Duplex Residential Village so the commercial traffic is farther away from homes and closer to H to create more of a sound and view shed barrier for the existing homes? The developer should be presented with this concept, so he can address. From a consistency with the current regional plan point-of-view, the intersection of Butler and 4th Street has been identified as a suburban activity center. As proposed, the location of the commercial uses supports the uses and development intensity of the activity center.
- A citizen who was at the second public meeting, and who is in garbage college, indicated that the dumpster pick up angles should offer easy access so the trucks so they do not have to back up two and three times before they access the container. Another citizen also indicated that limited truck traffic to this area would help. Please consider this as requirement in the design. Current Engineering standards require direct access for a garbage truck, meaning no jockeying for position.
- Please can you ensure proper truck way-finding signs so they know not to continue down Butler and also include no idling restrictions? Signage can be provided if a consistent problem is identified.

We invite you to come by and sit on our back deck one evening and listen to the noise we face every day now and without additional development. Will you please help reduce the noise? You/we live in suburban neighborhoods where the residents generally expect conveniences and improvements, not limited to paved roads (increases speeds) Water and sewer, emergency services (fire stations, ambulances), and transportation infrastructure (interstate 40 and trains, both existed before

trails. We have people building camp fires right across the wash and partying all night. When we call in our concerns we are told that the fire restrictions have been lifted so they cannot ticket. This is not campground property and puts our homes at risk. We fear that more people will do this when the CDR land is no longer available for this type of activity.

- How will the City and/or Developer be involved with regular trash clean ups in the Switzer Wash and nearby trails? The developer has not submitted plans for trash clean up days within the proposed CDR development. The residential neighborhoods will be regulated by an HOA which should include such maintenance. State law does not allow for us to review private CC&R documents. This would be an issue best presented to the developer. We have an adopt the FUTS trail program where different community groups of people maintain different portions of the trail system. The trails within CDR are part of this program.
- How often can we expect the city to clean and monitor the area? How can we expect that is will continue if originally put in place? If trash dumping were to become an issue within the CDR development we would expect to receive complaints through our Code Compliance division and we would work with the property owners to resolve the issue.
- See homeless section below.

5. **View shed and Light Pollution Concerns** – As you can imagine, the price of our homes has a lot to do with our view shed not having visible development in our back yard. We paid for this view. We wholeheartedly do not want high rise or well-lit buildings placed near 4th street due to blocking or disturbing our view shed, creating light pollution and noise pollution as explained in this section and other sections. We do not want the haze of light pollution coming from this development.
   - When development begins how high will the buildings be? Is three floors for the apartments already a done deal? Can they be two floors? The HC Highway Commercial zone allows buildings up to 60-feet in height which can accommodate up to five stories, the HR High-density Residential zone allows buildings up to 60-feet and the MR Medium-Density Residential zone allows buildings 35-feet, is anywhere between two to three stories.
   - Will you be able to see the buildings from our neighborhood? Not sure. A visual analysis was not required.
   - Will you be able to see a church steeple from our neighborhood and if so can you restrict that from impacting our view shed and require it to be smaller? Don't know, church steeples are not typically extremely tall or bulky. Any such feature would be subject to building height allowances in that zoning district.
   - Will construction and landscaping be required to ensure that businesses be required to comply with Dark Skies Coalition requirements? Yes, the City's Outdoor Lighting Standards, section 10-50.70 of the Zoning Code will by applicable to all development in CDR.

6. **Traffic/Road and Trail Concerns** – There is no doubt going to be much more traffic from new residents that the current road structure will not be able to handle. It looks like the development has the potential to add 3,000 people – it's too tightly packed. We are also quite concerned about and interruption to the trail system that goes through that property – We ride

appealing. This brings fire danger, trash and security issues. We already have some camping so close we can hear their conversations and we find syringes, human waste, alcohol bottles, trash, discarded clothes, evidence of camp fires and are uncomfortable with being on some of the trails alone due to this activity.

- How will you control the homeless population camping in the public FUTS and Switzer Wash areas? Homeless issues will continue to be monitored through the Police Department.
- Is the city committed to prevent this from happening? The community's policy regarding its homeless population is set by the City Council not this development proposal.
- Will tickets and removal rather than warning be the approach to eliminate this practice? See previous response.
- Is the homeless shelter prepared for the increase in residents whose current camp sites will be restricted? See the previous response.

8. **Natural Beauty and Wildlife Concerns** – I have been in the commercial and residential development industry. I know that a development can be done right. We know we need more affordable housing here in Flagstaff. We want landscaping that provides a natural barrier to the streets and that soaks up rain water. We want benches and community art that makes this not a typical strip mall. We want sustainable practices with respect the LONG-TERM viability of this area. We want tall grasses, flowers and trees. Right now when we have visitors (and we have many) they get to see a highway truck stop and RV campground before they get to our house. It would be nice if what is planned makes us proud to live here. We expect that the wildlife that lives on that land will move down near us and there could be additional impacts on the wildlife and us.
   - What is the landscaping plan in the community and Village Center? The Landscaping Standards are in division 10-50.60 of the Zoning Code and will be applied through specific development proposals.
   - What is the landscaping plan for egresses and ingresses of the development and near sidewalks and along the edges of the businesses facing Butler? Street/ROW landscaping requirements are in division 13-18-002 of the Engineering Standards and will be applied as road sections are developed.
   - How will you consider the wildlife impacts? The open spaces proposed by the developer coordinate with the significant drainage features across the site. The Rio de Flag corridor is the most prevalent. The corridor from rim to rim, has been requested to be granted to the city for long term maintenance.

9. **Affordable Housing** – Please so kindly point out the area that will be deeded to the city and is that considered the affordable housing? We have also been told that this project will be 100% local labor – how will this be controlled? Who is the builder for the affordable units? Parcel Q3, located in the south west corner of the property, is to be dedicated to the city for use by the housing division. The city has no control of the labor force. Recently the local labor availability has not been capable of meeting construction labor demand. There are no current

Celia Barotz
Councilmember
City of Flagstaff
City Hall
211 West Aspen Street
Flagstaff, AZ 86001
Cell: (928) 699-1713
Email: cbarotz@flagstaffaz.gov

From: Neil Gullickson
Sent: Wednesday, August 8, 2018 3:57:09 PM
To: Carol Covington
Cc: Barbara Goodrich; Mayor and Council; Tiffany Antol; Daniel Folke
Subject: RE: Feedback/Observations about the CDR neighborhood meeting.

Carol you are welcome. I do not yet have a time line regarding the summary from the developer, I will be recommending to CDR that they wait a bit to ensure that everyone that wants to make comment has a chance.

Let me know if you have an additional questions or thoughts.

Neil Gullickson, AICP
Planning Development Manager
City of Flagstaff
ngullickson@flagstaffaz.gov
928-213-2614

From: Carol Covington <assiolumos@gmail.com>
Sent: Wednesday, August 8, 2018 1:55 PM
To: Neil Gullickson <NGullickson@flagstaffaz.gov>
Cc: Barbara Goodrich <BGoodrich@flagstaffaz.gov>; Mayor and Council <council@flagstaffaz.gov>; Tiffany Antol <TAntol@flagstaffaz.gov>; Daniel Folke <DFolke@flagstaffaz.gov>
Subject: Re: Feedback/Observations about the CDR neighborhood meeting.

Thank you Neil. I had not dug deep enough to find the neighborhood meeting standards, so thanks for that. It does appear that the applicant is meant to not only summarize comments, but to address how they will or will not incorporate related modifications. This was not shared with the participants, as I heard it, but to do so would be a benefit I believe. In addition, I did not realize that I would be provided a summary of the comments from the meetings, which is great! I have been watching for them to be posted on the Canyon del Rio web site as they indicated they would.

Again, thank you for your attention to detail in explaining that which is currently in place.

Kind regards,
Carol

On Wed, Aug 8, 2018 at 1:25 PM Neil Gullickson <NGullickson@flagstaffaz.gov> wrote:

> Carol,
>
> Your e-mail of August 5, regarding the Canyon-del-Rio's neighborhood meeting was forwarded to me through the City Manager's office. I am writing for two purposes, first, to provide you with a copy of the current code sections (section 10-20.30.060 and 070 of the Zoning Code, link to ZC http://www.flagstaff.az.gov/2998/View-the-Zoning-Code) that direct the process for neighborhood meetings. As you can see these sections are extensive and cover the process, goals, how the meeting follow up is to be handled, and staff responsibilities. Second, to acknowledge that even though these code sections are extensive, your comments and suggested outline are very incisive.

Neil Gullickson

From: Celia Barotz
Sent: Thursday, August 9, 2018 7:38 AM
To: Neil Gullickson; Daniel Folke
Cc: Barbara Goodrich; Tiffany Antol
Subject: Re: Feedback/Observations about the CDR neighborhood meeting.

Hi Neil and Dan, (cc Barb and Tiffany)

I wanted to offer a few comments on this interesting issue and to clarify that Carol's feedback is much broader than what I provided to Barb when I chatted with her the Monday morning following the July 28 CDR neighborhood meeting.

As I recall, my feedback after attending the meeting was that it probably would serve the city and the public well to have the project manager attend these required neighborhood meetings to ensure that any information about city rules/processes/standards that is presented to the public is accurate and in no way misleading (even if unintentionally). After all, I don't think we can expect the applicant to respond to questions that technically are beyond its purview. It seems to me that the applicant can talk about its project and a city representative can talk about all of the city rules and processes. One example from the meeting was the lack of clarity about how a concept rezoning works as distinguished from the direct to ordinance process.

Carol and I discussed at length what was so unsettling about the meeting and concluded that it might be helpful to share some ideas with staff about ways the city might improve the process. It seems to me that Carol's list isn't exhaustive, but rather is a great framework for thinking about how we can ensure that these neighborhood meetings provide, at a minimum, information that is clear and accurate and helps the public understand the project and process. Below are a few follow up thoughts on her memo.

In addition to having a city representative attend the meeting, we thought the city could provide an outline of issues that each applicant should address to help the public understand not only the actual proposal but also the process. This way we can be sure certain important issues are addressed.

Another suggestion she mentioned is to require the applicant to orient the audience to the location of the project (point to 'north' and major roadways, landmarks, etc.) and also to provide not only a close up map project/parcel but also higher elevation/area context map. I'm think she offered this suggestion because there was no context map at the meeting and because the presenter did not orient the audience it took awhile to figure out what was going on. Further, I noted by the questions I heard that not everyone who attended the meeting was familiar with the parcel or even the general geographic area. While this suggestion of requiring the applicant to orient the public to the project location seems to state the obvious to me (and probably to you), I don't think we can take for granted how applicants who are so close to their projects will approach communicating with the members of the public who have virtually no information about what the applicant is proposing or in some cases the location/size of the parcel.

I understand that the Zoning Code governs these neighborhood meetings. Because I haven' reviewed the relevant sections in quite some time so I can't how much detail the code includes and whether the code addresses some of the concerns that Carol and I have shared. It's possible the code language is adequate, but if that's the case how do we know the applicant is actually following through properly? And if, upon review of how recent neighborhood meetings were conducted, we see the code language isn't achieving what we had hoped, then could staff bring forward some recommendations to council for how to improve the code language?

Please understand that my objective here is to try to ensure a process with more integrity. I understand that this is more work, but I think it's important that we do what we can to ensure these meetings are productive and helpful to the public. After eight plus years on the council and many meetings and conversations with residents about a wide variety of issues, two things are quite evident to me. The first is that how we communicate with the public really matters and second

MEMO

TO: Mayor Evans and
City Council

FROM: Carol Covington, Flagstaff Resident

DATE: August 5, 2018

RE: Feeback/Observations About the Canyon del Rio Rezoning Request
Neighborhood Meeting on July 28, 2018

As a resident of a neighborhood (Forest Springs) near the proposed Canyon del Rio development, I received information about its rezoning request and neighborhood meetings and attended the July 28 meeting at Sinagua Middle School.

While the intent of the meeting seemed to be good, I am writing to offer my observations about the meeting and suggestions for how the city could improve this process for future required neighborhood meetings.

Below are some observations from the July 28 meeting and some suggestions for how the city might reduce the likelihood of confusion and frustration by the public:

A. The presenters were not able to clearly explain to the audience (myself included) whether the comments/feedback provided by the public at the meeting would be incorporated into the applicant's proposal, or at least acknowledged.

B. As I understood it, this proposal is for the rezoning of some of the parcels within the Canyon del Rio proposed development, which, once approved, will be sold off in blocks to builders who will actually design and build out the project. It was unclear whether these builders would build anything resembling what was shown on the concept plan or if, in reality, the builders could propose a site plan that differs considerably from the renderings presented on the poster boards. (I think this issue, in particular, was very confusing for the public.)

C. While I know that the rezoning is about changing the 'use' of the land, the public expressed concerns/comments on how the site will be developed and not directly about whether the change of use was good or bad. (My sense is they probably thought that approval for this project is a foregone conclusion.) As one example, concerns were raised about noise from all of the delivery trucks and whether the buildings could be positioned on the site to minimize the noise from the trucks on the residents of Sinagua Heights. It was unclear if or how these comments will be communicated to the builders who buy the parcels and go through the site planning process. It was also unclear whether residents would be provided another opportunity to offer these comments prior to approval of each site plan.

D. There were several questions about various city issues, including water

not easily translate to the general populous. It seems that the applicant often assumes the public understands all of the jargon when in fact it doesn't. For example, it would be much more helpful if the applicant defined the zoning categories so people understand what's allowed to be built. The layperson typically doesn't understand the details of each zoning category.

B. Provide applicants an outline that could guide how they conduct the meeting. It could include a list of the issues that, at a minimum, the applicant should discuss. Here is a suggested outline:

1. An introduction of the applicant's team.
2. An explanation of the purpose of the neighborhood meeting.
3. A description of the proposed project, its location
   a. Point to the map and orient the audience by setting the geographic context.
   b. The applicant should be required to provide a context map on a poster board and not just a close up map of the project.
4. A description of what is allowed under the current zoning and what will be allowed if the proposed rezoning request is granted.
5. An explanation of what happens to the community feedback provided at the neighborhood meeting.
6. An explanation of the anticipated rezoning process time line.
7. An explanation of when the request will go to the Planning and Zoning Commission and the City Council. (Explain the job of the Planning and Zoning Commission.)
8. An explanation of the applicant's next steps.

Thank you for your considering these observations and suggestions. Please don't hesitate to call me (928 699 1693) if you'd like to chat about them.

Neil Gullickson

From: Tiffany Antol
Sent: Friday, July 27, 2018 11:15 AM
To: 'Anne Vonesh'
Cc: Neil Gullickson
Subject: RE: Canyon Rio Development

Hi Anne,

Thanks for the update on the meeting. When the P&Z Commission meets they have a public participation item in which you may bring issues and concerns to their attention. Similar to City Council. I am not sure when the Commission will be meeting again it may me as late as September.

The Regional Plan identifies the Canyon del Rio project within a Regional Suburban Activity Center which does call for a mix of uses. Regional commercial is intended for all commercial and service uses that serve the needs of the entire region, those which attract a regional or community-wide market, as well as tourism and travel-related businesses.

I would be more than happy to send this information to you if you would like. I still suggest having a meeting with Neil and possibly Sara Dechter.

I hope this information is helpful.

Tiffany Antol, AICP
Current Planning Manager
City of Flagstaff | Community Development
211 West Aspen Avenue | Flagstaff, AZ | 86001
P: (928) 213-2608 | F: (928) 213-2089

From: Anne Vonesh <azvonesh@gmail.com>
Sent: Friday, July 27, 2018 8:51 AM
To: Tiffany Antol <TAntol@flagstaffaz.gov>
Subject: Re: Canyon Rio Development

Good Morning,

I attended the Canyon del Rio meeting last night and voiced my concerns and asked about removing the HC from 4th Street and or limiting the sized Etc. Their answer was that the City planners said they had to have it like that - that that was necessary according to the City plan. They were not amenable to any changes in the plan. A few neighbors would like to meet with the zoning commission to discuss the issues. How do we get an item on the agenda? I tried to attend the by monthly meeting but they both were cancelled this month.

thank-you for your time

Anne Vonesh -928-310-8428

On Wed, Jul 25, 2018 at 8:39 AM, Tiffany Antol <TAntol@flagstaffaz.gov> wrote:

> Anne,

July 26, 2018

Mayor and Council Members
Flagstaff City Hall
211 W Aspen Avenue
Flagstaff, AZ 86001

Mayor Coral Evans
Vice-Mayor Jamie Whelan
Councilmember Celia Barotz
Councilmember Charlie Odegaard
Councilmember Eva Putzova
Councilmember Jim McCarthy
Councilmember Scott Overton

Dear Mayor, Vice-Mayor, and Council Members:

Tonight, I attended a community meeting at Sinagua Middle School regarding the planned development of Canyon del Rio community, roughly the SW area of 4th and Butler. As you might be aware CDR Land Investors and Lions Gate Companies have requested a re-zoning for specific parcels of land within their sector of development.

What I anticipated would be an opportunity for the community to bring forth questions, concerns, and a possible re-evaluation regarding a few re-zoning proposals to the City of Flagstaff was nothing of the sort. To put it simply, the voice of your community members—your citizens—was not heard. It was troubling that CDR and Lions Gate would summarily dismiss the concerned voices of a community along with those who requested meaningful dialogue for modifications to the plan. In naval history, Admiral David Farragut is remembered for his immortal order at the Battle of Mobile Bay, "Damn the torpedoes, full speed ahead!" Well, tonight I felt like it was "Damn the citizens, full speed ahead."

I recognize development must come to the area and I know the City of Flagstaff has long anticipated its development. However, I never recall an opportunity to have a voice in the process or even being notified by CDR or Lions Gate of an opportunity to have a voice in land development phases. Yes, they might have placed those 6 font notices in the paper, which citizens rarely read but that does not absolve them of an ethical component to the community. I often wonder if negating significant community notification and input throughout the process is becoming the *modus operandi* of the City of Flagstaff and private developers.

As for me, I oppose the project for one primary reason—4th street is not ready nor is it capable of handling the significant influx of traffic at its two major choke points—the Butler bridges across I-40. Until the new bridges are completed all development must be abated or the City will be confronted with a serious problem of traffic congestion, transportation delays, public safety issues dealing with emergency response—not to

Neil Gullickson

From: John Gearhart <jgearhart@cybermesa.com>
Sent: Monday, March 3, 2014 2:30 PM
To: Neil Gullickson
Subject: Fwd: PUBLIC COMMENT & REQUEST FOR INFORMATION RE: Canyon Del Rio proposed rezoning and "minor plan amendment".

Importance: High

Categories: Red Category

Hello Mr. Gullickson,

Thank you very much for your efforts to give the folks from Sinagua Hts and other interested people an update on the status of the Canyon Del Rio (CDR) zoning change request and development proposal package that you have been reviewing.

Your clear complete explanation of the process was very helpful for me residing in Flagstaff for just 4 years. It is the first time I have had the opportunity to be able to really spend some time to be active in the workings of a community.

Below is the email I sent to CDR in September 2013. I did not hear about the initial public meeting they held so did not attend. Neighbors conveyed to me how the meeting went and what they learned and what little response CDR had to questions attendees asked.

I studied the CDR website and put together a number of concerns and specific questions. They have never provided a response to my comments or questions. They did acknowledge receipt of my comments through their internal website response system. To my knowledge CDR has not provided responses to any of the Sinagua residents questions or concerns.

Thank you for you thorough description of the complexities of a large proposal such as this as well as the other nearby proposals in progress. I look forward to meeting with you to learn more about the CDR proposals and the likely issues that Flagstaff will require CDR to address and mitigate.

Sincerely, John & Marie Gearhart

3965 E. Kokopelli Ln., Flagstaff

928-526-5326
jgearhar@cybermesa.com

-------- Original Message --------
Subject: PUBLIC COMMENT & REQUEST FOR INFORMATION RE: Canyon Del Rio proposed rezoning and "minor plan amendment".
Date: Wed, 11 Sep 2013 21:49:20 -0700
From: John Gearhart <jgearhart@cybermesa.com>
To: Brian Rhoton, RAC, LLC - Canyon del Rio Developers <brhoton@capstonecos.com>, Mark Sawyers, Flagstaff Planning & Zoning Staff <msawyers@flagstaffaz.gov>

research or documentation that these changes will have positive benefits to the local area, nearby subdivisions or Flagstaff in general. Information of this nature is requested prior to expecting the city council, mayor, city manager and the people of Flagstaff make any decision of what appear to be significantly more than minor changes.

6. from what information has been provided it appears that there will be huge increases in traffic along Butler Avenue and 4th Street. Does Canyon del Rio propose to commit to share in the costs of upgrading Butler Avenue and 4th Street to Industrial to 4 Lane Roadways as will obviously be needed?

7. Although there are areas shown in green, it appears that these are existing drainage areas, what provisions have been calculated for and what are proposed for managing and handling the additional runoff that will be generated from all the proposed buildings, parking lots, driveways and streets within the entire proposed project?

8. Are there any actual park and or play areas proposed?

9. What studies have been done or are proposed to be completed prior to the approval of the proposed zoning changes on the effects to wildlife and plant communities on the property and adjacent properties?

10. Have historical, archeological inspections, reviews or studies been completed on the proposed area? If not, why not. It is not far to the walnut canyon area.

11. It appears that there are no comments, provisions or discussions regarding the obvious need for another elementary grade school to provide nearby education for the many hundreds of children likely to occupy this very large addition to Flagstaff.

*_Current Position Regarding the Proposed Zoning and Plan Changes_*

1. We are currently strongly opposed to having the City of Flagstaff , begin to have council discussions, much less any votes for or against approval changes prior to requiring Canyon del Rio L.L.C. provide additional information and time for review and comments.

2. This new proposal is a huge change to the nature of Flagstaff without the facilities or infrastructure to support the area.

Thank you for the opportunity, even if rushed, to provide comments regarding this proposal. I feel that is reasonable to have additional information provided prior to any approval of proposed changes to the existing Canyon del Rio LLC Plan.

Sincerely,

Neil Gullickson

From: karmar <karmar@npgcable.com>
Sent: Tuesday, January 14, 2014 8:44 PM
To: Neil Gullickson; Anne Vonesh; Bruce J Higgins; Cathy and Thomas Uno; Dirk Murphy; Ed Cully; Jo Cully; John and Marie Gearhart; Linda and Dave Morefield; Peter and Denise Vermilyea; Rob T; Stuart Marks
Cc: Gary Miller; Jim Davis; Karl Eberhard; Kent Snide; Kyle Brown; Mike Scheu; Reid Miller; brhoton@capstonecos.com; Mark Sawyers; Daniel Folke
Subject: Re: Canyon del Rio

Categories: Red Category

Happy New Year Neil,

Thank you for the update on the Canyon del Rio development proposal received by the city. Our reading of your e-mail below seems to indicate that fewer housing units are proposed in this draft than were articulated at the neighborhood meeting. Is that correct?

As a follow-up to my meeting with you late last year, I would like to meet with you to review the plans and better understand where the high density, medium density and commercial/retail/service/office land uses are proposed for the parcel. Given that some of our neighbors may also be interested, I wondered if you could identify a couple of available windows with your schedule for the first week of February. We can then pick a date/time that will work for as many as would like to be involved. I'm assuming that would give you adequate time to review the proposal before it moves to the next step.

Best regards,

Karen Pedersen and Mark James

1/14/2014 2:20 PM, Neil Gullickson wrote:

> Good afternoon,
>
> It has been some time since I last communicated with those of you who expressed concern or support for the Canyon del Rio (CDR) development proposal. We, the city, have received an application for Regional Plan amendment and rezoning for portions of the CDR development. The Regional Plan amendment focuses on changing the existing Business Park/Light Industrial designation to a Regional Commercial designation that will support proposed commercial retail, service and office land uses. The Regional Plan application includes approximately 26-acres.
>
> The rezoning portion of the application proposes to change the zoning from the existing RD, Research and Development zoning district to HR, Highway Commercial zoning district for the areas mentioned above, to MR, Medium Density residential (27.9 –acres) and HR, High Density residential (30-acres). The medium density area include approximately 185 units, the HR 572. The balance of the site, the area that is not proposed to be rezoned is currently zoned MR and RI, Single-Family residential includes roughly 480 units.
>
> The review process is currently in the "application review stage" where staff is reviewing the application for both completeness and for substantive issues. A major component of this review is dedicated to review of the systems impact analysis that the developer has provided as part of the application, those

Neil Gullickson

From: Neil Gullickson
Sent: Monday, September 16, 2013 5:13 PM
To: 'Anne Vonesh'; 'Bruce J Higgins '; 'Cathy and Thomas Uno'; 'Dirk Murphy'; 'Ed Cully'; 'James and Karen Pedersen'; 'Jo Cully'; 'John and Marie Gearhart'; 'Linda and Dave Morefield'; 'Peter and Denise Vermilyea'; 'Rob T'; 'Stuart Marks'
Cc: Mark Sawyers
Subject: Canyon del Rio

Categories: Red Category

Good afternoon,

I have received contact from each of you regarding the proposed regional land use and zoning change application that is anticipated to be submitted to the city for evaluation and review. I wanted you to know that I have received and am logging your comments. Your comments will be shared with staff as the initial levels of review move forward and they will also be included as part of the packet of information that is presented to both the Planning and Zoning Commission and City Council as they review the application.

The meeting that many of reference, which was hosted by the applicant, Mr. Rhoton with Capstone Homes is a requirement of city code. A complete application will include a synopsis of the meeting including all of the public comments and a report that details if and how the public's comments will be addressed by the application. Any time limit for public comment that was discussed at the meeting was solely for the purpose of the applicant preparing that component of the application. I will be accepting comments and presenting them to the Commission and/or Council up until a final decision is made. With that thought in mind, please make sure that I am copied on your comments regarding the application or development.

As an introduction, and maybe I should have started with this, my name is Neil Gullickson, I am a Senior Planning Development Manager and will be managing this project for the city. If you have a desire to review the application, maps or check on the application's progress through the review process, let me know and I will set up a time when you can sit with any information that has been submitted for review.

As you may have guessed, I have included your e-mail addresses on a contact list and I will periodically send updates regarding the application as progresses through the review process, provide public hearing dates and any other information that regarding the process that might be of interest. Thanks for taking the time to send in your comments, if I can provide more details or you want to discuss the application process, my contact information is located below. Do not hesitate to pass my contact information to you neighbors if they wish to forward comments.

Thanks

Neil Gullickson

From: Neil Gullickson
Sent: Tuesday, January 14, 2014 2:20 PM
To: Anne Vonesh; Bruce J Higgins ; Cathy and Thomas Uno; Dirk Murphy; Ed Cully; James and Karen Pedersen; Jo Cully; John and Marie Gearhart; Linda and Dave Morefield; Peter and Denise Vermilyea; Rob T; Stuart Marks
Cc: Gary Miller; Jim Davis; Karl Eberhard; Kent Snide; Kyle Brown; Mike Scheu; Reid Miller; brhoton@capstonecos.com; Mark Sawyers; Daniel Folke
Subject: Canyon del Rio

Categories: Red Category

Good afternoon,

It has been some time since I last communicated with those of you who expressed concern or support for the Canyon del Rio (CDR) development proposal. We, the city, have received an application for Regional Plan amendment and rezoning for portions of the CDR development. The Regional Plan amendment focuses on changing the existing Business Park/Light Industrial designation to a Regional Commercial designation that will support proposed commercial retail, service and office land uses. The Regional Plan application includes approximately 26-acres.

The rezoning portion of the application proposes to change the zoning from the existing RD, Research and Development zoning district to HR, Highway Commercial zoning district for the areas mentioned above, to MR, Medium Density residential (27.9 –acres) and HR, High Density residential (30-acres). The medium density area include approximately 185 units, the HR 572. The balance of the site, the area that is not proposed to be rezoned is currently zoned MR and RI, Single-Family residential includes roughly 480 units.

The review process is currently in the "application review stage" where staff is reviewing the application for both completeness and for substantive issues. A major component of this review is dedicated to review of the systems impact analysis that the developer has provided as part of the application, those analysis include a Traffic Impact Analysis (TIA) , Drainage Impact Analysis (DIA) and a Water and Sewer Impact Analysis (WSIA). These reports are intended to provide both the developer and the staff with an understanding of how a new development will impact the existing city systems. From these reports staff and the developer will formulate a development agreement (DA) that contractually outlines what improvements are necessary, when they will be required and who is responsible for providing the improvements. As you can imagine, for a development this size, this could be a fairly complex document.

When the application review and the DA are completed staff will schedule public hearings before the Planning and Zoning Commission who makes a recommendation to Council regarding the development. City Council's review will follow the Commission's review.

For now I will conclude my update, as I mentioned in my earlier e-mail, any or all of you can come in and view the application and I will do my best to answer any questions that you may have. My e-mail and phone number are included below.

Neil Gullickson

From: Stuart Marks <morethanacarpenter@gmail.com>
Sent: Sunday, September 15, 2013 6:09 PM
To: brhoton@capstonecos.com
Cc: Neil Gullickson; azvonesh@gmail.com; alison.appline@yahoo.com; arizonatrailrunner@gmail.com; cathyuno@aol.com; dlmorefield@npgcable.com; dufek_44@yahoo.com; emily.cubban.ditto@gmail.com; greg.larkin@nau.edu; gschurz@formmagic.com; jane.scott@yahoo.com; jgearhart@cybermesa.com; jocully@yahoo.com; majorieinflag@hotmail.com; Marty Strones; melissa@crazyforbargans.com; michael.jessen@ymail.com; psmaui@yahoo.com; rabrose@fourcornersenv.com; rjbrose@fourcornersenv.com; sara_jeanne_marks@yahoo.com; sfisher12@mac.com; szyoung04@yahoo.com
Subject: Canyon del Rio development comments

Categories: Red Category

My name is Stuart Marks. My wife & I live at 915 N Sinagua Heights Drive in Flagstaff,AZ.

In attending your community presentation meeting I was left with the impression that you were performing the minimum required in meeting your public notification process for your City of Flagstaff zone change application. Since Sinagua Heights was a few feet beyond the 600 foot distance to your proposed development you elected to not notify our neighborhood. In addition, you were not willing or prepared to answer some basic questions at the meeting and directed us, the public, to search the City's web site for answers because the zoning code was just too large. You did follow up on posting information via an email but this came on Monday September 9th. You were asking for comments by Thursday September 12th. I was out of town until late Thursday and have been unable to present my concerns until now. I did speak with Neil Gullickson, City of Flagstaff Planning & Development Manager, on Friday and he asked that I go ahead and present my comments after your suggested date of 9-12-13 and copy him.

Your insistence on referencing the Canyon del Rio specific plan adopted in 1984 is puzzling. You purchased the land in 2002 and there was a new land development code adopted by the City of Flagstaff in 1991. It is my understanding that zoning, as are building codes, are updated by municipalities as experience directs for a better approach to development. That being said, the City will be voting on a new regional plan in May 2014. This plan has been developed over the last few years and has incorporated many thoughtful and beneficial considerations for neighborhoods and the City as a whole.

Your property is identified as a Suburban Activity Center in the 2030 Regional Plan. The suggested density range for residential mixed use is only 6 units per acre. I believe that with the recent development of high density housing immediately to the North of Butler accessed from 4th street that we see good reason to favor the 6 units per acre over your proposed 22 units per acre.
The wisdom of this has already been demonstrated by the impact on the local grade school, Knoles. Knoles has a class room size of 32 at this time. The size of the classes ballooned after the apartments at Butler & 4th street were occupied.

Even with medium density housing there is no room for accommodating the needs of an increased elementary school population. With other development proposed to the West of your site on Butler and on the North side of Butler we can fully expect a traffic nightmare. In addition, the planned extension of J W Powell will create an intersection that will present challenges that should not be compounded by high density housing (immediatly to the West of the intersection) on your property. To allow additional high density housing in close proximity to the Butler/4th St/J W Powell intersection would be short sited and not serve the neighborhood or the City of Flagstaff well.

Neil Gullickson

From: Mark Sawyers
Sent: Friday, September 13, 2013 9:16 AM
To: Neil Gullickson
Subject: FW: Proposed Canyon del Rio Plan

Categories: Red Category

fyi

From: karmar [mailto:karmar@npgcable.com]
Sent: Friday, September 13, 2013 6:48 AM
To: brhorton@capstonecos.com; Mark Sawyers
Subject: Fwd: Proposed Canyon del Rio Plan

Good morning,

I was sending these messages while traveling earlier in the week and I just wanted to make sure you both received them. Sorry if this is a duplicate, but I had a system error message on my end which made me think that you hadn't received them.

Thanks,

Karen

-------- Original Message --------
Subject: Proposed Canyon del Rio Plan
Date: Wed, 11 Sep 2013 22:42:35 -0500
From:<karmar@npgcable.com>
To:brhorton@capstonecos.com
CC:msawyers@flagstaffaz.gov

Brian,

Below is the e-mail we just sent to Mark Sawyers with the city of Flagstaff concerning the proposed Canyon del Rio rezoning plan. We wanted to make sure you received this since we got a bounceback for you with our original e-mail.

Mark and Karen

Dear Mark,

We are writing today to express our vehement concerns about the plans put forward by Canyon del Rio Developers L.L.C. for the southwest corner of 4th and Butler. The information shared at the Citizen Participation Plan meeting described the proposed rezoning as a "minor plan amendment". For those of us living in Sinagua Heights, this is a major zoning change that would profoundly affect our lives and home values.

We implore you not to change the zoning and/or allow this plan to move forward in our neighborhood.

Sincerely,

Mark C. James and Karen L. Pedersen, residents of Sinagua Heights

Neil Gullickson

From: Mark Sawyers
Sent: Friday, September 13, 2013 9:16 AM
To: Neil Gullickson
Subject: FW: Canyon del Rio Rezoning Request - I am against it

Categories: Red Category

fyi

From: Jo Cully [mailto:jocully@yahoo.com]
Sent: Thursday, September 12, 2013 11:25 PM
To: Mark Sawyers
Subject: Canyon del Rio Rezoning Request - I am against it

I do NOT support the request for rezoning by Canyon del Rio. One of the main selling points of the Sinagua Heights neighborhood, and what has made it so desirable ad unique within the Flagstaff market, is that it is a small development. Because it's a small development, we've been able to get to know most of the people in our neighborhood, and we can take care of each other. When there were issues with break-ins, Foxglenn Park and now this zoning issue, organizing and communicating was easier because our neighborhood is small and personable. I think that many of us recognize that our great neighbors are one of the best things about our neighborhood, and something that can't be replicated in the mega developments which are being built all over Flagstaff. This proposed development is exactly the opposite of the culture our neighborhood has developed.

The lack of communication that we've received from the developers emphasizes that this is not a friendly, neighborly undertaking. The way that we found out about the development was a large, plain sign posted on Butler and Dog Pound Road. Nothing was mailed to us directly. The sign was there for about a week, which is not much time or in some cases no time to rearrange schedules, and the meeting was called on a Wednesday night at 5 p.m. The notice was vague as far as what the at 5 p.m. was about, and again what the demonstration meant at 6 p.m. BUT because this meeting is happening, this causes us to leave work early, delay dinner, and leave our kids without parental supervision of homework or activities, and overall takes away from family time. This rezoning request is for the convenience of Capstone so that they can make more money from land that they purchased under a different premise. It seems like a good way to try to push through changes that might adversely affect others. They are being greedy, and their greed is not benefitting the good citizens that have already made an investment in this area of Flagstaff.

The most alarming features of their development are the high density apartments very, very close to the Sinagua Heights neighborhood. We already have high density Pinehurst apartments at 4th Street and Butler. Let me tell you, that the Pinehurst apartments are out of character with the neighborhood, and are unfortunately a den of crime. Our son had a couple of friends that lived there, and that place has been a den of crime for several years with police in an out of there on a regular basis. Capstone should not be allowed to expand that complex.

In addition, I am especially alarmed by the proposal to rezone and add a grocery store. This would also be on the end closest to Sinagua Heights, and would significantly change the atmosphere of our neighborhood. I am also alarmed by the proposal to switch from larger lots, to more dense school lots. Mr. Rhoton admitted that in

Neil Gullickson

From: Mark Sawyers
Sent: Friday, September 13, 2013 9:15 AM
To: Neil Gullickson
Subject: FW: Canyon Del Rio plan

Categories: Red Category

fyi

From: dlmorefield [mailto:dlmorefield@npgcable.com]
Sent: Thursday, September 12, 2013 9:57 PM
To: brhoton@capstonecos.com; Mark Sawyers
Subject: Canyon Del Rio plan

Mr. Brain Rhoton & Mr. Mark Sawers,
We are strongly opposed to the re-zoning of the property located in the Western half of section 24, Township 21 North, Range 7 East Gila & Salt River Meridian, Coconino County. The proposed plan does little to show sufficent open spaces. We have questions that concern us that haven't been addressed.

1) Can the area to the West of 4th street be made into an open space to create a " buffer" zone from the traffic noise & give a wild life a place to roam safely?
2) Have water studies been done?- think about the greater Prescott area water issues.
3) How tall will these low-income apartments be?
4) What about drainage? Lets not forget about the flood in February 1993 & in late December 2004, both times the residents of the Forestdale community were isolated from town. Many were stuck on one side or the other waiting for the Rio de Flag river of water to recede.
5) Will the city have sufficent resources to cover the new development? Police & city maintenance workers,
6) With the new housing plan, how will the people making minimum wage or slightly above it afford the homes? "In general CDRI hopes to attract an anchor grocery tenant and expects that additional sites will be filled by small retail, restaurants, c-store, coffee shops and office tenants". We all know from living in Flagstaff the average job doesn't allow for home ownership.
7) Any thoughts about schools? They will be at capacity with the addition of families moving into the new development.
8) How about developing the area to the south of the airport for the industrial park?

With a closer look at the rezoning plans and having some changes made, hopefully it will help all parties to feel better about the development that is being proposed.
Thank you for the opportunity to contact both of you to share our concerns about preserving the very special area to the south & west of our neighborhood.

Linda & Dave Morefield
955 N. Sinagua Hts. Dr.
Flagstaff, Az. 86004

Neil Gullickson

From: Mark Sawyers
Sent: Friday, September 13, 2013 9:16 AM
To: Neil Gullickson
Subject: FW: Canyon del Rio comments

Categories: Red Category

fyi

-----Original Message-----
From: Ed Cully [mailto:azcully@yahoo.com]
Sent: Thursday, September 12, 2013 10:24 PM
To: brhoton@capstonecos.com
Cc: Mark Sawyers; jocully@yahoo.com
Subject: Canyon del Rio comments

Re: Canyon del Rio

Our decision to live in the Sinagua Heights neighborhood was based primarily on factors of location. Zoning of the surrounding lands was promoted and seen as "protection" of our location decision AND of our property values.

A conscious decision to change existing zoning is also a conscious decision to detrimentally affect property values in the Sinagua Heights neighborhood and may also negatively affect the ability to sell and relocate in a timely manner.

If the zoning is changed, we fully expect the body responsible for the decision to be held accountable to compensate for the negative difference in property values and inconveniences incurred in an extended selling process.

Ed Cully... resident and taxpayer in our local community.
940 N. Sinagua Heights Drive
Flagstaff, AZ

Neil Gullickson

From: Mark Sawyers
Sent: Thursday, September 12, 2013 4:09 PM
To: Neil Gullickson
Subject: FW: Rezoning of Canyon Del Rio

Categories: Red Category

fyi

From: Anne Vonesh [mailto:azvonesh@gmail.com]
Sent: Thursday, September 12, 2013 2:54 PM
To: brhoton@capstonecos.com; Mark Sawyers
Subject: Rezoning of Canyon Del Rio

Anne Vonesh
3885 Kokopelli Ln
Flagstaff, AZ 86004

I have some additional comments:

THE PROPOSED ZONING CHANGE IS NOT MINOR

Flagstaff needs Business Park properties in order to attract higher paying jobs - not jobs that coffee shops and other retail stores supply.
This location is only 10 minutes from the airport. In addition, when JW Powell go through it will only be 5 minutes away.

The zoning changes that are proposed for the site, the High Density and Highway Commercial will take up much of the acreage and I did not see a catch basin in the design. Consideration for the water runoff must be made in order to maintain the water flow rate at current levels. Over the last few weeks we have seen flooding of butler and Foxglenn park.

If the changes go through the 2500 + cars will not only impact Butler but Fourth St over the highway will need to be 4 lanes. In addition - it would be nice if Sidewalks we put in so children could walk to school safely.

The land was bought knowing the zoning. Keep the zoning - Develop the Business Park and develop the Single family and Medium Density homes sites.

Sincerely

Anne Vonesh

Neil Gullickson

From: Mark Sawyers
Sent: Thursday, September 12, 2013 4:07 PM
To: Neil Gullickson
Subject: FW: Comments on Canyon del Rio

Categories: Red Category

fyi

From: cathyuno@aol.com [mailto:cathyuno@aol.com]
Sent: Thursday, September 12, 2013 11:16 AM
To: brhoton@capstonecos.com; Mark Sawyers
Subject: Fwd: Comments on Canyon del Rio

To: Brian Rhoton, Capstone/Canyon del Rio Developers, LLC
CC: Mark Sawyers and Members of the Planning and Zoning Commission:

Thank you for providing me with the opportunity to provide input into the Canyon del Rio proposal that will clearly effect the quality of life for my family and the neighborhood I live in. My name is Thomas Uno and I own my home at 3915 E. Kokopelli Lane in Sinagua Heights. I have lived at my current residence since January 1996 and consider myself a long time resident and citizen in our city. I would like to make the following comments to the proposed Canyon del Rio Developers proposal:

- • I believe that the planned development will drastically change the quality of life and environment that make Flagstaff unique and unlike large metropolitan areas,
- • I believe that the proposal as presented does not capture the true impacts that it would have on the basic infrastructure of the city (i.e schools, roads, sidewalks, parks, etc) which will fall upon the taxpayers of the city,
- • I believe that with the proposed changing of the current zoning to high density, this may affect other characteristics of our city like crime, wildlife habitat, and open space, and lastly
- • I believe that since the last environmental impact study was done in 1984, another one should be completed with the changes that have occurred since then.

Again, thank you for providing me the opportunity to share my concerns and thoughts

Thomas Uno

September 11, 2013

To: Mark Sawyer, Flagstaff Planning and Zoning Department

From: Dirk Murphy, resident of Sinagua Heights Drive

Re: The rezoning of Canyon Del Rio Investors parcels, near 4th and Butler streets

I am writing with my concerns and opposition to the rezoning proposal from the Canyon Del Rio Investors of parcels owned by the developer near 4th and Butler streets. The proposal is to rezone parcels from light industrial research and development usage to 1425 dwellings the majority of those consisting of high density apartment units. The rezoning proposal also calls for 26 acres to be rezoned from light industrial research and development usage to big box retail stores and strip mall store fronts. My concerns and opposition to the proposal are environmental, traffic congestion, and the hidden costs not addressed by the developers.

The Canyon Del Rio Investors state they are conducting traffic impact analysis, drainage studies, resource studies, and sewer and water impact studies. They also tell us that this is a "minor" change to the already existing zoning and planning and should have very little change to the environment. I would argue that an independent third party contracted by the City of Flagstaff and paid for by Canyon Del Rio Investors conduct this study. These studies or analysis should not be conducted by a company contracted to the developer, where a conflict of interest might exist. Forested areas and open space areas border the area. A study or analysis should also include the environmental impacts to the areas bordering on this high density development.

For example, the Animal Defense League of Arizona (ADLA) helped relocate an entire prairie dog colony when urban development threatened to destroy its habitat. Helping Habitat Harmony Save Prairie Dogs: 299 Prairie Dogs Successfully Relocated in Flagstaff ADLA monitors them along with Arizona Game and Fish Department. This prairie dog community is near the Canyon Del Rio Investors rezoning area.

The nearby open space area also helps drain the surrounding areas and provides wetlands and has several miles of urban trails running through it. Flooding and washed up litter and debris are already problematic to this natural resource area. Building high density apartments, packed-in individual housing units, and big box retail stores will make these problems much worse.

The traffic flow and congestion along the 4th street and Butler Street corridors will be greatly impacted. This will possibly triple the current vehicular traffic in this area. This area already has notoriously long traffic lines during rush hour along 4th and Butler toward 4th and Route 66. Traffic congestion is already present near Butler and the I-40 entrance and exit ramps, which is

Neil Gullickson

From: Mark Sawyers
Sent: Thursday, September 12, 2013 4:05 PM
To: Neil Gullickson
Subject: FW: comments on Canyon del Rio

Categories: Red Category

fyi

From: cathyuno@aol.com [mailto:cathyuno@aol.com]
Sent: Wednesday, September 11, 2013 10:47 PM
To: brhoton@capstoncos.com
Cc: Mark Sawyers
Subject: comments on Canyon del Rio

Thank you for providing the opportunity to comment on the proposed plans for this development. I am very sorry that the website information was not available until near close of business on Monday September 9th with the closing of comments set for Thursday September 12. I will provide an outline of my comments in this e-mail and after having time to review the information recently provided, will add comments in a follow up e-mail if needed even if it is past the deadline.

I am a home owner in Sinagua Heights. I have lived in my home for 17 years and am an original owner occupant in the development. I have seen the area and
Flagstaff in general grow and change over those years. The comments I will focus on regarding this development proposal will center on concerns I feel could negatively impact the areas surrounding the proposed site of the development.

1. The representatives from Capstone identified that an Environmental Study on the impact this development would have to the area was completed in 1984. This was 29 years ago; much has been learned since then, much has changed and the plans for this development are very different than that proposed in 1984. The impact of light industrial vs high density housing and retail business will surely have different parameters for an impact study. I am also concerned that the study is out of date, lacks inclusiveness for any new guidelines and or rules and most concerning is that the type of development is vastly different than proposed at the time of the study.

2. If I recall the width correctly, the proposed street that would intersect at Butler and cross into 4th street, is 109 feet across - 2 lanes each direction with a possible center or turn lane. This boulevard style road will empty into streets that are half of that capacity. There are currently no sidewalks, no crosswalks and a traffic light at the intersection that will need to be upgraded to accommodate this significant increase. We were informed that the development will not have the responsibility of paying for this infrastructure. This would then be the burden of the Flagstaff community which I believe is unreasonable.

3. With the significant number of high density apartments and homes planned, there will be many children in need of schools. Our current neighborhood elementary school is at capacity. When the representatives were asked about their role in building a school or working with the schools system; they identified that this would be a Flagstaff community issue and they had no obligation to the community. This again puts all the burden on the Flagstaff taxpayer community to add classrooms for the children that would be added to the area.

4. With a development of this size with both significant high density housing and businesses; there will be significant increased use and stress on our current infrastructure system; water, sewer, power, etc. Has there been current and appropriate assessment on how our current system will manage the increased burden? Who is responsible for any necessary upgrades to those systems? Have the water, sewer, power use issues been thoroughly evaluated?

5. The proposed area in which this development hopes to build is home to many wildlife species; prairie dog colonies, elk herds, deer, coyote family groups and countless others. The representatives of Capstone indicated that they were depending on Game and Fish to complete studies on the impact their proposed development will have on their habitat. It

Neil Gullickson

From: Mark Sawyers
Sent: Thursday, September 12, 2013 4:05 PM
To: Neil Gullickson
Subject: FW: PUBLIC COMMENT & REQUEST FOR INFORMATION RE: Canyon Del Rio proposed rezoning and "minor plan amendment".

Categories: Red Category

fyi

From: John Gearhart [mailto:jgearhart@cybermesa.com]
Sent: Wednesday, September 11, 2013 9:49 PM
To: Brian Rhoton, RAC, LLC - Canyon del Rio Developers; Mark Sawyers, Flagstaff Planning & Zoning Staff
Subject: PUBLIC COMMENT & REQUEST FOR INFORMATION RE: Canyon Del Rio proposed rezoning and "minor plan amendment".

Mr Brian Rhoton, RAC, LLC
Staff
1750 Railroad Springs boulevard, Suite 10
Flagstaff, AZ 86001
brhoton@capstonecos.com

Mr. Mark Sawyers, Planning and Zoning

Flagstaff City Hall
Flagstaff, AZ 86001
msawyers@flagstaffaz.gov

Hello Mr. Rhoton, and Mr. Sawyers

My name is John Gearhart. My wife and I own our home in Sinagua Heights Subdivision here in Flagstaff, AZ. Family health issues precluded my ability to attend and the meeting Canyon del Rio held to present and discuss your proposed changes.

I understand from other residents who attended the meeting that Canyon del Rio Developers L.L.C. would provide, by email or online, information requested during the meeting and responses to questions put forth at the meeting by attendees.

This information was to be provided by Tuesday September 3rd. An email with your website was sent that day to a Sinagua Heights resident but apparently was withdrawn shortly after that. I did not learn that access to your website, http://www.canyondelrio.com/ was available until September 9th.

Comments & Requests for Information

1. Are there any minutes or notes of the comments or questions from that meeting available? If not why not?

2. I would like to see that information provided if only in general terms if no notes were taken?

3. For all the effort put into the website it is **critically important** to have a useful scale for the "map" drawings (shown on several web page but doesn't show up when printed). In order to be able to fairly evaluate the the information provided a usable scale is basic for any proposal. Please provide usable scaled drawings **prior** to closing the period of time for making comments.

Neil Gullickson

From: Mark Sawyers
Sent: Thursday, September 12, 2013 4:05 PM
To: Neil Gullickson
Subject: FW: comments on proposed zoning changes - Canyon Del Rio

Categories: Red Category

fyi

-----Original Message-----
From: Peter Vermilyea [mailto:peter.vermilyea@gmail.com]
Sent: Wednesday, September 11, 2013 9:42 PM
To: brhoton@capstoncos.com
Cc: Mark Sawyers
Subject: comments on proposed zoning changes - Canyon Del Rio

We wanted to voice our opposition to the rezoning of the land by the intersection of 4th Street and Butler Ave from Light Industrial to commercial. Businesses that come with this type of zoning will open the doors to stores selling liquor and cigarettes on property nearly adjacent to Sinagua Middle School and Thomas Knoles Elementary School. It will also encourage the vagrant population to take up residence in the open space directly behind Sinagua Heights Neighborhood. Lastly, the added noise of delivery trucks and trash removal at early morning/night hours will be disruptive to the residential areas nearby.

Flagstaff already has several strip malls that are not fully occupied, which should be utilized before building additional commercial properties. This proposal is wasteful and will only serve the financial interests of the Canyon del Rio investors, and not Flagstaff as a community.

Peter and Denise Vermilyea
925 N. Sinagua Heights Drive
Flagstaff, AZ 86004

Neil Gullickson

From: Mark Sawyers
Sent: Thursday, September 12, 2013 4:04 PM
To: Neil Gullickson
Subject: FW: Proposed Canyon del Rio Plan

Categories: Red Category

fyi

-----Original Message-----
From: karmar@npgcable.com [mailto:karmar@npgcable.com]
Sent: Wednesday, September 11, 2013 8:43 PM
To: brhorton@capstonecos.com
Cc: Mark Sawyers
Subject: Proposed Canyon del Rio Plan

Brian,

Below is the e-mail we just sent to Mark Sawyers with the city of Flagstaff concerning the proposed Canyon del Rio rezoning plan. We wanted to make sure you received this since we got a bounceback for you with our original e-mail.

Mark and Karen

Dear Mark,

We are writing today to express our vehement concerns about the plans put forward by Canyon del Rio Developers L.L.C. for the southwest corner of 4th and Butler. The information shared at the Citizen Participation Plan meeting described the proposed rezoning as a "minor plan amendment". For those of us living in Sinagua Heights, this is a major zoning change that would profoundly affect our lives and home values.

THE PROPOSED ZONING CHANGE IS NOT MINOR: We have lived in Sinagua Heights eleven years. When we moved here, we trusted that the city would not allow for extreme zoning changes that would significantly disrupt and absolutely change our neighborhood. The 41 homes in our neighborhood would be completely overwhelmed by the estimated 1,425 dwelling units as described in the materials put forth by Canyon del Rio Developers L.L.C. It is ludicrous for the developers to propose increasing the population density by a factor of 35 and call this a "minor change".

NO AMOUNT OF ROAD WORK COULD UPGRADE BUTLER TO HANDLE THE ADDITIONAL TRAFFIC LOAD: The proposed housing development would wreak havoc on the traffic patterns in our area. Butler is already extremely congested. We currently have three different schools which make it nearly impossible at times to get out of our neighborhood onto Butler during certain times of the day. Adding 2,850 more vehicles (estimate 2 vehicles per residence) to this neighborhood would make our already difficult situation impossible! Even if Butler was increased from 2 lanes to a major 6 lane thoroughfare, the traffic congestion in this small area as all these vehicles move in and out would be unimaginable. Additionally, the intersection of Butler and Hwy 40 is already very congested with 4 lanes of traffic. Little America already has plans to expand creating an even heavier load of trucks and other vehicles at this intersection. How will this intersection also accommodate 2,850 more vehicles from the new metropolis proposed by these developers? Even if the number of lanes were to be increased, the lines of vehicles waiting to gain highway access at this intersection

Neil Gullickson

From: Mark Sawyers
Sent: Thursday, September 12, 2013 4:04 PM
To: Neil Gullickson
Subject: FW: Comments on Canyon del Rio

Categories: Red Category

fyi

From: cathyuno@aol.com [mailto:cathyuno@aol.com]
Sent: Thursday, September 12, 2013 11:16 AM
To: brhoton@capstonecos.com; Mark Sawyers
Subject: Fwd: Comments on Canyon del Rio

To: Brian Rhoton, Capstone/Canyon del Rio Developers, LLC
CC: Mark Sawyers and Members of the Planning and Zoning Commission:

Thank you for providing me with the opportunity to provide input into the Canyon del Rio proposal that will clearly effect the quality of life for my family and the neighborhood I live in. My name is Thomas Uno and I own my home at 3915 E. Kokopelli Lane in Sinagua Heights. I have lived at my current residence since January 1996 and consider myself a long time resident and citizen in our city. I would like to make the following comments to the proposed Canyon del Rio Developers proposal:

- I believe that the planned development will drastically change the quality of life and environment that make Flagstaff unique and unlike large metropolitan areas,
- I believe that the proposal as presented does not capture the true impacts that it would have on the basic infrastructure of the city (i.e schools, roads, sidewalks, parks, etc) which will fall upon the taxpayers of the city,
- I believe that with the proposed changing of the current zoning to high density, this may affect other characteristics of our city like crime, wildlife habitat, and open space, and lastly
- I believe that since the last environmental impact study was done in 1984, another one should be completed with the changes that have occurred since then.

Again, thank you for providing me the opportunity to share my concerns and thoughts

Thomas Uno

below and mail to:

Mr. Brian Rhoton
RAC, LLC
1750 Railroad Springs Boulevard, Suite 10
Flagstaff, AZ 86001
(928) 699-1169
brhoton@capstonecos.com

Sincerely,

Guillermo E. Cortes, P.E.

— 4th St. which will be J.W. Powell to airport which is designated as Business Park!!

Anne Vonesh
3885 Kokopelli Cir.
Flag 86004

COMMENTS REGARDING THIS DEVELOPMENT

To Canyon Del Rio Investors —

I DO NOT approve of the rezoning plans of the parcels that were originally zoned BP - business park or light industrial. It is a radical change to have grocery stores and strip malls and high density residents. Noise, traffic & crime will increase. It already has, when the apts on 4th moved in! We purchased our home in Sinagua heights in 1995 we were given the 1991 official Zoning map dated April 8 1991 - ordinance # 1690. There is plenty of commercial land - between 66 & train tracks along industrial ave etc better suited than in a neighborhood. Also - has anyone considered impact on Schools - Vont Knoles is at capacity!! will need another whole school minimum.

Leather Flower Comments

Neil Gullickson

From: Bruce J Higgins <ppr1_llc@yahoo.com>
Sent: Thursday, September 13, 2012 7:08 PM
To: Neil Gullickson
Cc: Tish Bogan-Ozmun
Subject: Info on Arizona clematis or Arizona leatherflower or Clustered Leatherflower, Clematis hirsutissima Pursh var. arizonica (A. Heller) Erickson

Categories: Red Category

The state contact is:

Sabra Tonn - HDMS Program Coordinator
Phone: (623) 236-7618
Fax: (623) 236-7366
Email: stonn@azgfd.gov

Here is the link to this clematis in the USDA's PLANTS database:
http://plants.usda.gov/java/profile?symbol=CLHIA

It status:

Threatened and Endangered Information:

Clematis hirsutissima Pursh var. *arizonica* (A. Heller) Erickson

This plant is listed by the U.S. federal government or a state. Common names are from state and federal lists. Click on a place name to get a complete protected plant list for that location.

Arizona:
Arizona clematis Highly Safeguarded

It is also a Forest Service "sensitive species*" under the species (no variety recognized): This plant was formerly considered to be a narrow endemic with the name Clematis hirsutissima var. arizonica. Variety arizonica was placed in synonomy with variety hirsutissimain the Flora of North America, Vol. 3, thus the variety now has a much broader range. The plant remains rare in Arizona and has been retained by the State as an endangered plant (Highly Safeguarded under the Arizona Native Plant Law).

> *- those taxa occurring on National Forests in Arizona which are considered sensitive by the Regional Forester. [Practically, this means the FS must address the affect of activities on them in projects and ensure their continued presence on the Forest.]

It's range: is Az & NM. In Az, it is only known from Coconino County. Specifically, "from the Flagstaff vicinity along the Rio de Flag and Lower Lake Mary, upper Volunteer Canyon, San Francisco Peaks, and the Tusayan area...."

Notes:
Source 1:

> This taxon's standing as a true variety has been called into question, and a morphological study showed that there was no clear difference between this variety (var. arizonica) and the more common variety (var. hirsutissima). (Pringle 1997) However, the U.S. Forest Service lists it as a sensitive species.
>
> Arizona leatherflower is an herbaceous perennial understory species with purple nodding bell-shaped

flowers. It is found on limestone outcroppings in ponderosa pine forest. Plants are 20-70 cm high with erect, weak, or trailing stems emerging from a somewhat woody base. Leaves are pinnately compound with 7-13 leaflets. The showy purple flowers are displayed individually at the end of each stem and become heads of golden feathery seeds in late summer.

These plants may be a great indicator of forest health. Their greatest reproduction occurs in intermediate shade with little forest litter. Extremely heavy shade reduces growth and reproduction, but full sun can dry seeds and plants. In the ponderosa pine forest, this species faces threats including timber harvest, controlled thinning and burning, cattle and elk grazing, and development. (Maschinski & Phillips 1993)

In Arizona, the taxa most commonly grows on soils derived from Kaibab limestone in small colonies in ponderosa pine forests sometimes covering only fractions of an acre. Requires only moderate shade.

Northern reaches of the species habitat is mixed conifer forest and much more mesic than the Arizona populations experience.

Photos:

Neil Gullickson

From: Bruce J Higgins <ppr1_llc@yahoo.com>
Sent: Wednesday, September 4, 2013 12:02 PM
To: Neil Gullickson
Cc: Tish Bogan-Ozmun; Rick/Ann Miller; brhorton@capstonecos.com
Subject: Re: Comments on Canyon del Rio Developers, LLC proposed re-zoning

Categories: Red Category

Hi, Neil:

I'm not a botanist, although I took several classes in school long ago and have lots of work experience with local native ecosystems.

I think the clematis may survive if it is simply not:

- dug up or paved over
- trampled by human use patterns created by development (including pedestrians/bicyclists cutting corners)
- dewatered or flooded by development
- unshaded or shaded out by development (seems to prefer partial shade)
- crowded out by introduced weeds (especially knapweed & thistles) arising from development

bjh

On 9/3/2013 4:23 PM, Neil Gullickson wrote:

> Bruce, thanks for the note, I will make sure it gets to the Planning and Zoning Commission prior to their review of the application, which I do not anticipate happening for some time yet.
>
> I still have the information your forward to me a year ago regarding the Arizona Clematis. I mentioned the flower to the developer's representative several weeks ago and am anticipating discussing the possible impacts and mitigations with the developer as the application matures. Let me know if you don't start getting the P&Z agendas. Best N.
>
> ---
>
> **From:** Bruce J Higgins [mailto:ppr1_llc@yahoo.com]
> **Sent:** Tuesday, September 03, 2013 11:25 AM
> **To:** Neil Gullickson; brhorton@capstonecos.com
> **Cc:** Tish Bogan-Ozmun; Bruce J Higgins
> **Subject:** Comments on Canyon del Rio Developers, LLC proposed re-zoning
>
> Hello:
>
> I am a resident of the City of Flagstaff in the Foxglenn neighborhood. I frequently jog by the area proposed for rezoning, both along Butler Avenue and on the FUTS trail through the property.
>
> I am not opposed to the changes proposed, since Flagstaff has a need for more housing, particularly affordable/attainable housing. Higher density housing is likely to be more affordable

than less dense housing. However, to maintain many of the environmental amenities most of us cherish in Flagstaff, and to address the need for a business activity center (S18 in the draft Regional Plan), my support comes with some caveats:

- There are populations of Arizona clematis on parcels E1, F and probably E2. The plant is rare in Arizona and has been retained by the State as an endangered plant (Highly Safeguarded - No collection allowed - under the Arizona Native Plant Law). **It's range:** is Az & NM. In Az, it is ***only known from Coconino County; specifically, "from the Flagstaff vicinity along the Rio de Flag and Lower Lake Mary, upper Volunteer Canyon, San Francisco Peaks, and the Tusayan area...."*** It is also a Forest Service "sensitive species" under the species, *Clematis hirsutissima*. I have walked through the area and can provide some site-specific locations, if desired. Most are on steeper north or east-facing slopes and could probably be generally avoided & protected without a lot of effort.

- The Flagstaff Urban Trails and Bikeways Map (Third Edition, June 2013), produced by the City of Flagstaff, shows a FUTS trail that crosses the Canyon del Rio property, from 4th St to Herold Ranch Rd. This trail has fallen into disrepair, including the removal of the vehicle barriers at both ends and at numerous points along the trail. It is suffering damage as a result. One driver I confronted in a vehicle on the trail said she knows the owners and that it is no longer part of FUTS. I don't know if this is true or not, but a route through this area is essential to connect east Flagstaff to downtown in a scenic and safe manner. Since the existing route does pass through the corner of parcel N, it seems reasonable to reestablish the trail's FUTS status, if it is no longer part of the system, thus providing for it in any re-zoning action. Protection for the trail's non-motorized status should be designed into any development plans, as well.
- Currently, residents of nearby neighborhoods must drive at least 3 miles for groceries and some other commercial services that are frequently used by nearly all residents. It would be important to retain the commercial capability for a suburban activity center very near here, as envisioned by the draft Regional Plan.

Thanks for the opportunity to comment.

Bruce J. Higgins

PS - It has proven to be very difficult to remain on P&Z mailing lists, and notice of this proposal was no exception. I spoke with Tammy Bishop this morning and am hopefully back on the list now. A more robust system should be in place to retain mailing lists as employee turnover or other changes occur. - bjh

Canyon del Rio

Zoning Map Amendment

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

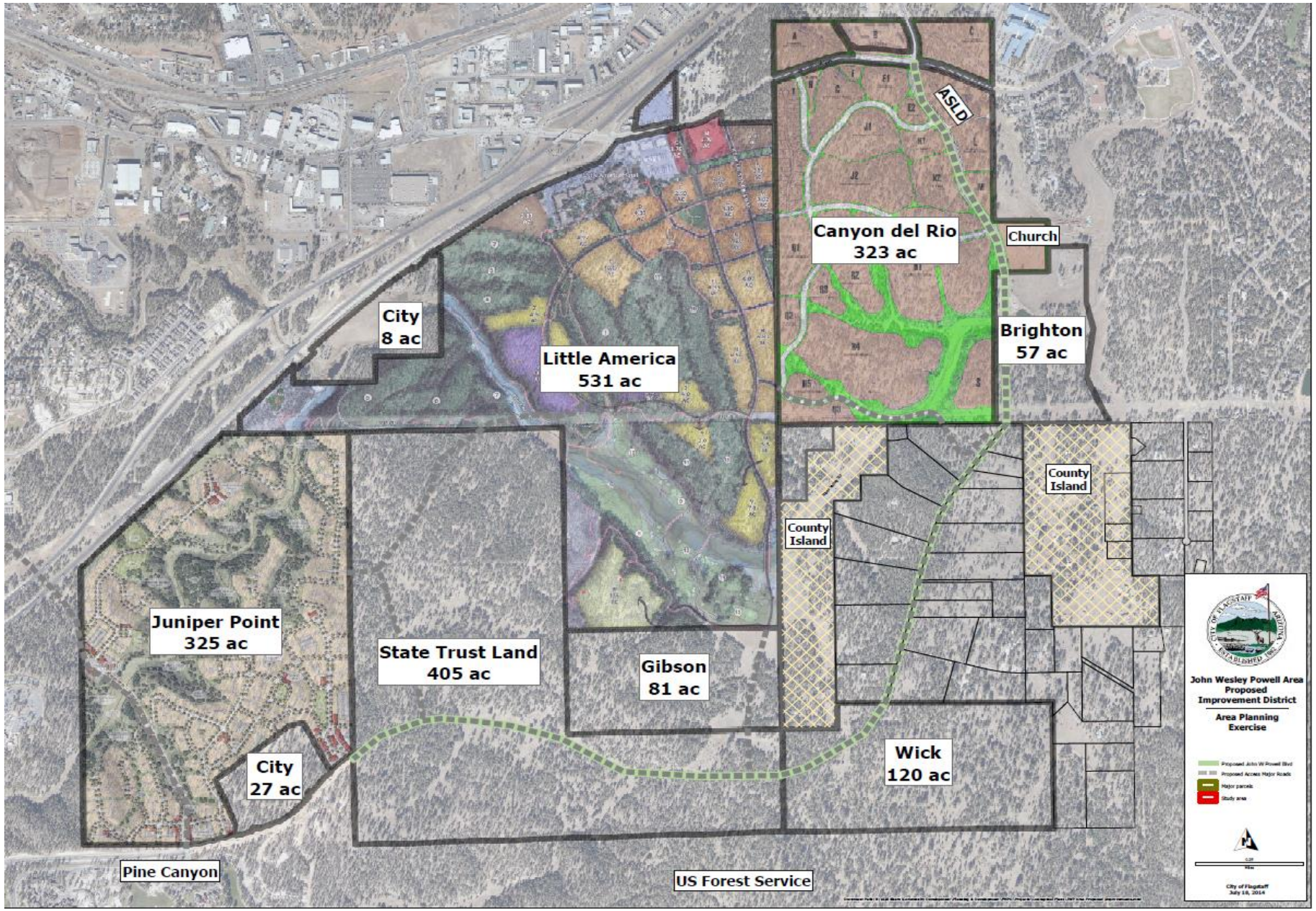
Schedule

April 10, 2019 first review by P&Z Commission of the Concept Zoning Map Amendment (CZMA)

April 24, 2019 P&Z Commission recommends that the Council approve (vote 5-0) to approve the CZMA and the Preliminary Block Plat (P-plat)

May 21, 2019 Council review of the CZMA and first reading of the ordinance

June 4, 2019 Council review and second reading of CZMA, review of the P-plat and consider resolution approving the Development Agreement


ASLD
Canyon del Rio
323 ac
Church
City
8 ac
Little America
531 ac
Brighton
57 ac
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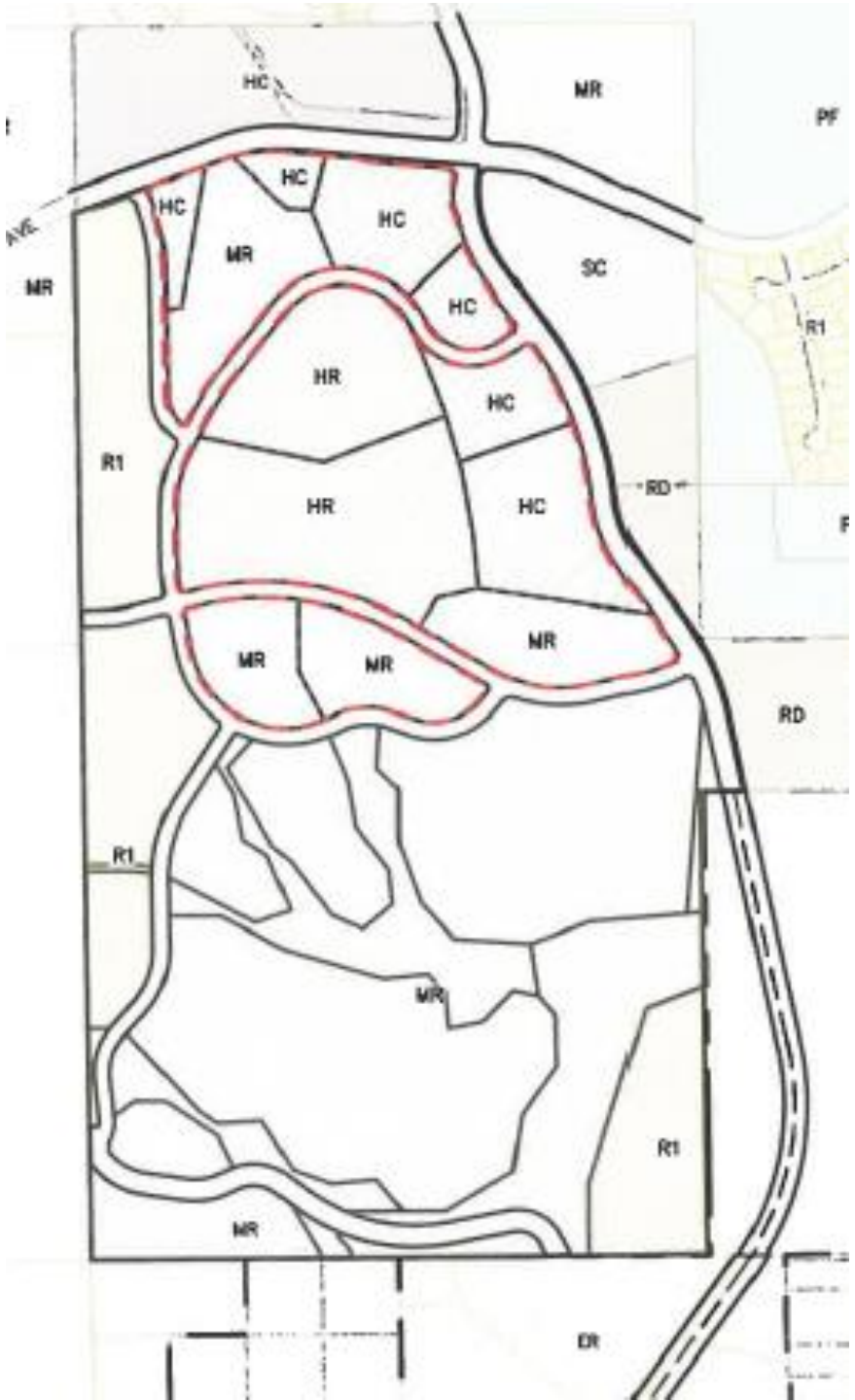
Island
County
Island
Juniper Point
325 ac
State Trust Land
405 ac
Gibson
81 ac
Wick
120 ac
City
27 ac
Pine Canyon
US Forest Service
John Wesley Powell Area
Proposed
Improvement District
Area Planning
Exercise
City of Flagstaff
July 16, 2014



The Concept Zoning Plan proposes the following development:

Highway Commercial 25.9-acres
225,000 sq. ft. of development.

High Density 30-acres parcels
672 residential units

Medium Density 27.9-acres
180 attached residential units

Findings

Finding 1 Conformance with the General Plan

A. Commercial zoning along Butler and 4th Street corridors supports the Activity Center (S18)

B. MR & HR zones support a mix of uses and minimum density (14 units/acre) within the pedestrian shed of the Activity Center

C. HOH plan supports higher densities at this location but does not exceed 29 units/acre

D. HOH indicates this location will have low impact to existing low-income neighborhoods

E. Development supports arterial connection to the south (JWP Boulevard), FUTS and non motorized connections.

F. 58-acres of Open Space supports Environmental Planning & Conservation and Open Space and Water Resources goals through dedication of Rio de Flag

G. Affordable Housing parcel donation supports Neighborhoods, Housing and Urban Conservation goals of the Regional Plan.

Findings

Finding 2 Community Benefits and Public Good

A. Affordable Housing property donation per the terms of the Settlement Agreement; Incentive to subsequent developers to provide Affordable Housing

B. Higher density and intensity of development supports regional transit system; reduces trips with closer destinations and fewer travel miles with neighborhood commercial development

C. Increased density and intensity at CDR implements the Regional Plan development patterns which reduces impacts to water demand, fuel consumption and is supported by the Climate Action and Adaptation Plan

Findings

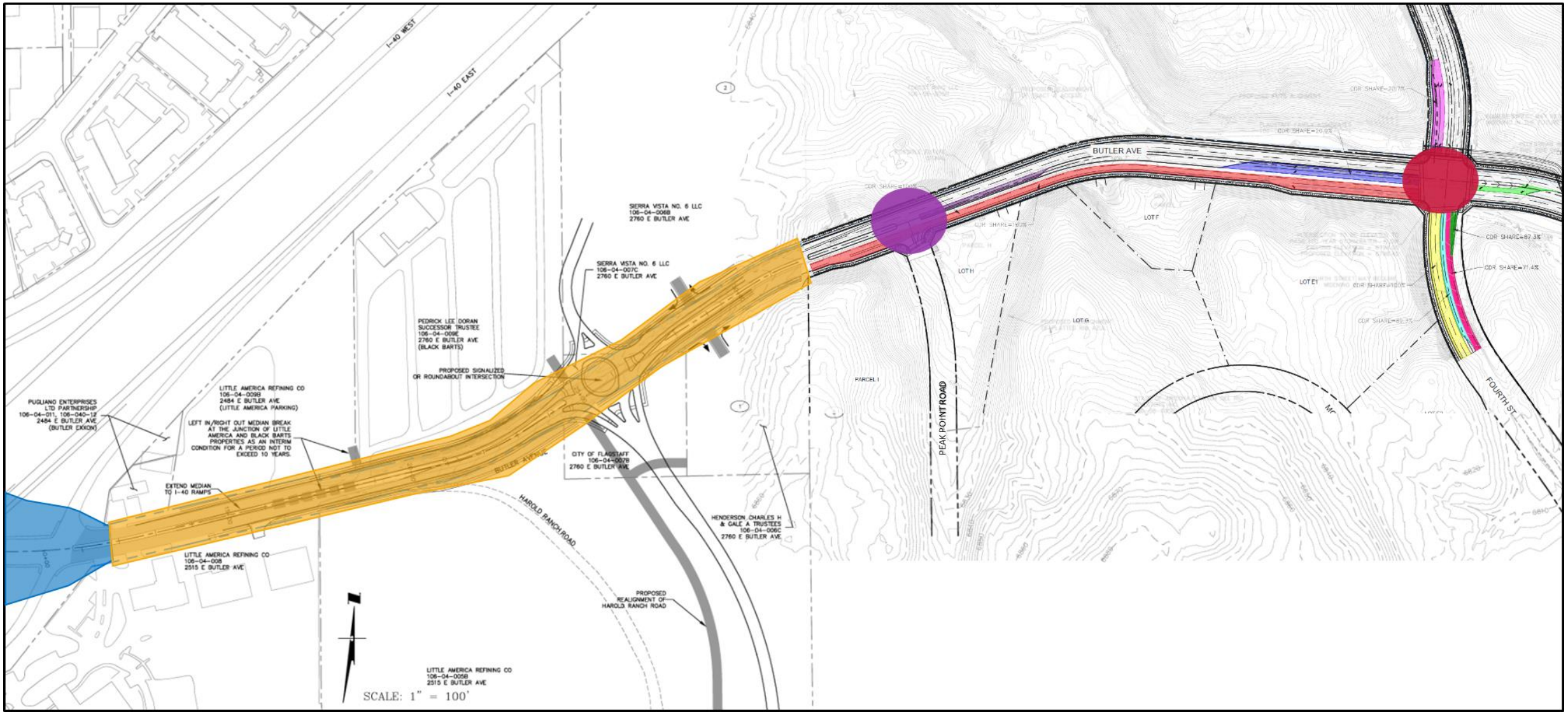
Finding 3 Site is Physically Suitable

A. Adequate transportation infrastructure is being provided to support public and emergency services on- and off-site.

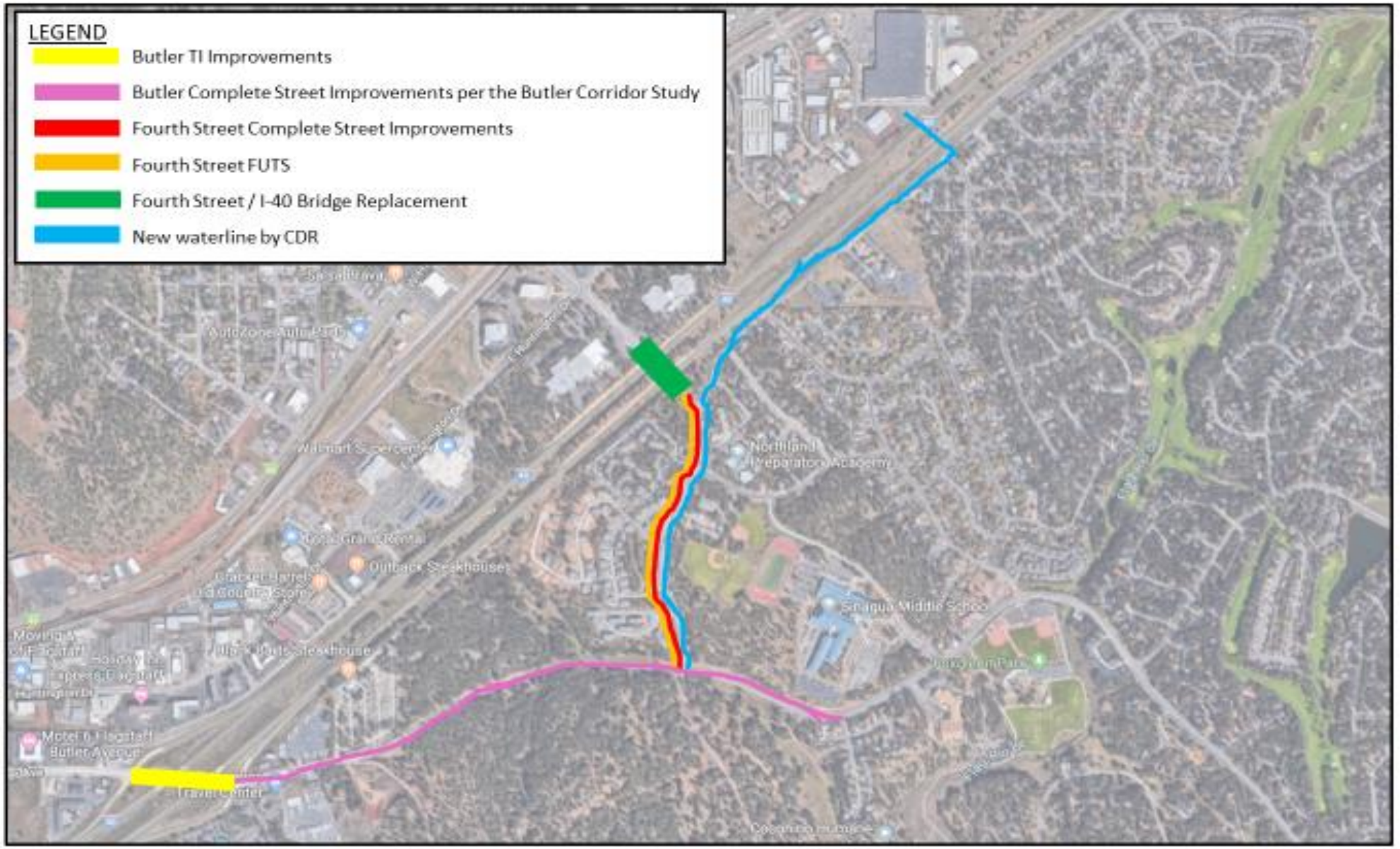
B. Potable water, sewer and franchise utilities needs have been evaluated and required improvements have been identified and will be provided

C. Solid waste removal and capacity to accept waste at the landfill is available

The Proposed zoning districts are in compliance with the Regional Plan designations and the proposed land uses are in conformance with the proposed zoning designations. It is not anticipated that this proposal will result in land uses that will jeopardize or constitute a hazard to this site, the neighborhoods or the community.


I-40 WEST
I-40 EAST
BUTLER AVE
SIERRA VISTA NO. 6 LLC
106-04-006B
2760 E BUTLER AVE
SIERRA VISTA NO. 6 LLC
106-04-007C
2760 E BUTLER AVE
PEDRICK LEE DORAN
SUCCESSOR TRUSTEE
106-04-009E
2760 E BUTLER AVE
(BLACK BARTS)
PROPOSED SIGNALIZED
OR ROUNDABOUT INTERSECTION
LITTLE AMERICA REFINING CO
106-04-009B
2484 E BUTLER AVE
(LITTLE AMERICA PARKING)
PUGLIANO ENTERPRISES
LTD PARTNERSHIP
106-04-011, 106-040-12
2484 E BUTLER AVE
(BUTLER EXXON)
LEFT IN/RIGHT OUT MEDIAN BREAK
AT THE JUNCTION OF LITTLE
AMERICA AND BLACK BARTS
PROPERTIES AS AN INTERIM
CONDITION FOR A PERIOD NOT TO
EXCEED 10 YEARS.
EXTEND MEDIAN
TO I-40 RAMPS
BUTLER AVENUE
CITY OF FLAGSTAFF
106-04-007B
2760 E BUTLER AVE
HAROLD RANCH ROAD
HENDERSON, CHARLES H
& GALE A TRUSTEES
106-04-008C
2760 E BUTLER AVE
LITTLE AMERICA REFINING CO
106-04-008
2515 E BUTLER AVE
PROPOSED
REALIGNMENT OF
HAROLD RANCH ROAD
LITTLE AMERICA REFINING CO
106-04-005B
2515 E BUTLER AVE
SCALE: 1" = 100'
LOT F
LOT H
LOT G
LOT E1
PARCEL I
PEAK POINT ROAD
FOURTH ST
CDR SHARE=87.3%
CDR SHARE=71.4%

Other City Projects in the Area



Proportional Roadway improvements

Regional Roadway Projects

	Roadway Projects	*CDRI's Obligation*
1	Butler Avenue Half Street	$698,295
2	Fourth Street SB Dual Right	$21,927
3	Offsite Butler Avenue - Little A to CDR	$219,893
4	Butler / Fourth Signal	$123,391
5	Butler / Fourth EB Dual Left	$38,092
6	Butler / Fourth WB Left	$35,541
7	Butler / Peak Point Left Turn Lane	$60,177
8	Fourth Street South Half Street	$211,527
9	Fourth Street NB Left Turn Lane	$62,600
10	Fourth Street NB Intersection Transition	$42,175
11	Butler / Peak Point Signal	$250,000
12	Butler / I-40 Interchange Improvements	$698,112
	TOTAL	**$2,461,730**

First Final Plat or Site Plan Approval

Peak Point Traffic Exceeds 1,000 vpd

CDR Exceeds 500 Residential Units

Utility Improvements

- New secondary water line 1.3-million dollar contribution
- New 1-million gallon zone B water storage tank, proportion share $667,943
- Donation of up to 2 well sites within Canyon del Rio

Recommendation

- Planning & Zoning Commission unanimously (5-0) recommends the City Council approve the Concept Zoning Map Amendment for Canyon del Rio subject to conditions.

- Read Ordinance 2019-14 for the first time this evening
- Read Ordinance 2019-14 for the second and final time on June 4, 2019

Canyon del Rio

June 4, 2019

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Responses to Council's Concerns from May 21, 2019

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Limitation of Building Height on HR properties

Allow the following and maintain the minimum Regional Plan Density for the High Density Residential parcels.

- Limit building height on parcels J1 and J2 to 45-feet (3-Stories)
- Allow forest resource credit for half-street adjacent to J1/J2
- Allow PD to reduce up to 10% resources

- Included in paragraph 4.4c of the DA and Comment #16 of ordinance

Cash-in-lieu of Affordable Housing

- Council directed staff to discuss a Cash-in-lieu payment as an option to the dedication of parcel Q3 for Affordable Housing.

- Developer has offered $400,000 Cash-in-Lieu; a portion to be paid with each of the first 1,000 building permits

- The Development Agreement, in Paragraph 4.6, has been modified

Residential Development Efficiency

Paragraph 4.4c and condition #6 of the Ordinance have been modified to reflect the following:

All of the dwelling units constructed in the single-family residential zones (R1) and medium density residential zones (MR) shall meet certification requirements for Net-Zero Energy Ready Certified Homes, as established by the U.S. Department of Energy.

Shielding of Loading Docks

The following language has been added to paragraph 4.4d of the development agreement:

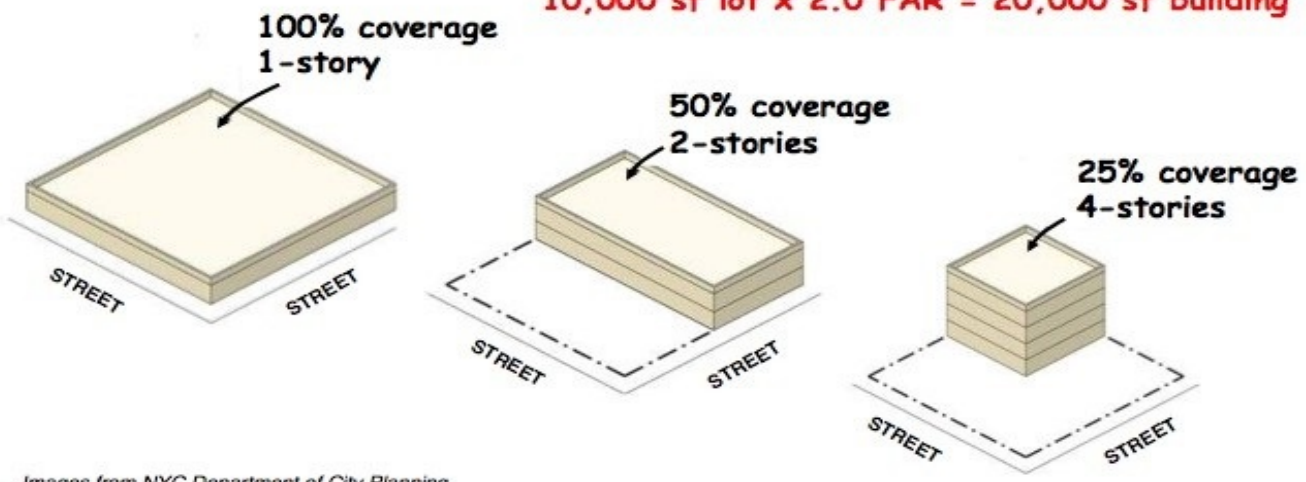
All commercial development on the HC Parcels shall locate loading docks and business service areas at the rear of the buildings. All loading docks and service areas must be screened pursuant to sections 10-50.20.030.B.5 Location and Orientation of Building Entrances, and 10-30.60.070 Parking Lots, Driveways and Service Areas, of the Flagstaff Zoning Code.

Floor Area Ratio (FAR) Defined

FAR Illustrated

Several zoning districts have a **floor area ratio** (FAR). Multiplying the FAR by the **lot size** will give you the permitted **floor area** (size) of a building.

10,000 sf lot x 1.0 FAR = 10,000 sf building
10,000 sf lot x 2.0 FAR = 20,000 sf building



Images from NYC Department of City Planning

Community Board Training Series – Land Use 101
Office of the Manhattan Borough President Scott M. Stringer

FAR Limitation at the Highway Commercial Zone (HC)

- The developer has agreed to limit the commercial development to a FAR of 0.20. Condition #13 of the ordinance and paragraph 4.4d of the DA now read:

The maximum allowed Floor Area Ratio (FAR) permitted on the HC Parcels shall be 0.20.

High Occupancy Housing

- Council asked that HOH type of development be precluded from the HR parcels. Two conditions #'s 15 and 17 of the ordinance have been added:

- #15 The rooming an Boarding use is not permitted on any parcel within the Canyon del Rio development. And
- #17 High Occupancy Housing is not permitted on the J-1 and j-2 parcels. High Occupancy Housing is defined in the High Occupancy Housing Specific Plan, which was adopted by the Flagstaff City Council on February 20, 2018, as buildings that house more than 75 bedrooms per acre or have more than 30 dwelling units per acre in dormitory or apartment style units.

Reversion to R & D Zoning

Council express concern that the R & D land uses may one day be desirable at this location. Condition #14 of the ordinance address this concern.

- #14 *The City and Applicant recognize that future development opportunities in Flagstaff may require the use of Research & Development (RD) zoning. If at some point in the future the City and Applicant agree that RD zoning would be more beneficial to the CDRI Development, the parcels that have been rezoned from RD to another zoning classification through this Ordinance may be reverted to the former RD zoning pursuant to Section 9.462.01 of the Arizona Revised Statues.*

14. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Gullickson, Planning Development Manager

Date: 05/29/2019

Meeting Date: 06/04/2019

TITLE:

Consideration and Approval of Preliminary Block Plat Request by Canyon del Rio Investors, LLC, for Preliminary Plat approval for Canyon del Rio, a subdivision consisting of 22-parcels, 8-tracts and Rights-of-Way on 262 acres, located at 1200 East Butler Avenue in the R1, Single-Family Residential Zone, the MR, Medium-Density Residential Zone, the HR, High-Density Residential Zone and the HC, Highway Commercial Zone.

STAFF RECOMMENDED ACTION:

The Planning and Zoning Commission (5-0 vote on April 24, 2019) recommends approving the Preliminary Block Plat with the conditions outlined in the staff summary and its attachments.

Executive Summary:

This is a request for Preliminary Block Plat approval for 22-parcels, 8-tracts and Rights-of-Way on 262-acres. Block plats create parcels for future development. Specific development proposals for each parcel will follow as either a subdivision plat reviewed by Council or as a site plan review, which are administratively reviewed by Inter Departmental Staff (IDS). See Sheet 1 of the Preliminary Block Plat attachment for the Vicinity Map.

*****An additional PowerPoint presentation has been added*****

Financial Impact:

No financial liabilities are anticipated beyond the liabilities identified in the Concept Zoning Map Amendment for Canyon del Rio.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Block 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. Affordable Housing: Support development and increase the inventory of public and private affordable housing for renters and home-owners.

Team Flagstaff Strategic Plan

Strategic Priority #3: Foster a resilient and economically prosperous city.

Flagstaff Regional Plan

A complete analysis of the Regional Plan goals and policies can be found in the applicant's narrative and in the staff report to the Planning and Zoning Commission for the Concept Zoning Map Amendment.

Has There Been Previous Council Decision on This:

A Settlement Agreement as approved by City Council was executed on May 13, 2013, and amended on January 29, 2015, which outlines how the Zoning Map Amendment and the Block Plat will be processed, sets specific development density and intensities, and settles the two pending law suits. If the Zoning Map Amendment is approved, the pending law suits will be resolved. In response to the Settlement Agreement, Canyon del Rio Investors made an application for a Concept Zoning Map Amendment in November 2014. The Preliminary Block Plat is consistent with the Settlement Agreement and the proposed Concept Zoning Map Amendment.

Options and Alternatives:

1. Approve the Preliminary Block Plat with no conditions.
2. Approve the Preliminary Block Plat with conditions, as recommended by the Planning and Zoning Commission.
3. Deny the Preliminary Block Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for new infrastructure.

Background/History:

Canyon del Rio is a 1,426 unit residential and 225,000 square foot commercial development. The proposed development will provide a mixture of high density, medium density, and single-family residential units combined with commercial service, retail, and open space land uses on 262 acres. A Concept Zoning Map Amendment is proposed for 83-acres located in the northeast corner of the site at the intersection of Butler Avenue and South Fourth Street. The remainder of the property (179-acres) is currently zoned as Single-Family Residential (R1) Zone and Medium-Density Residential (MR) Zone. The site is heavily treed and is located within the Resource Protection Overlay Zone (RPO). The site has a varied topography, including many slopes and small valleys; the most significant is the Rio de Flag drainage that runs across the southeast corner of the development and continues downstream to Foxglenn Park. The proposed Fourth Street alignment will ultimately connect Butler Avenue and John Wesley Powell Boulevard and runs along the eastern boundary of Canyon del Rio. An existing aboveground 69 KV transmission line crosses the site in an east-west direction at the south end of Canyon del Rio. In addition to this Preliminary Block Plat application, the applicant has also submitted a Concept Zoning Map Amendment application. This Preliminary Block Plat will divide the property into 22 separate blocks with an internal minor collector roadway and will be constructed in two phases. Each block will then be subdivided further or will be subject to the Site Plan Review process, which is anticipated for the commercial and multi-family rental uses. A Development Agreement will be reviewed by the Council via a separate resolution at the June 4th regular Council meeting.

Key Considerations:

The City Council reviews preliminary block plat applications to ensure that the block plat meets the requirements of City Code Title 10, *Flagstaff Zoning Code*; Title 11, *General Plans and Subdivision* Code; and Title 13, *Engineering Design Standards and Specifications.* These requirements are discussed in more detail in the Findings section (pages 7 and 8) of the attached Planning & Development Services report to the Planning & Zoning Commission.

The applicant is also processing a Concept Zoning Map Amendment and Development Agreement concurrently with this application.

Expanded Financial Considerations:

None

Community Involvement:

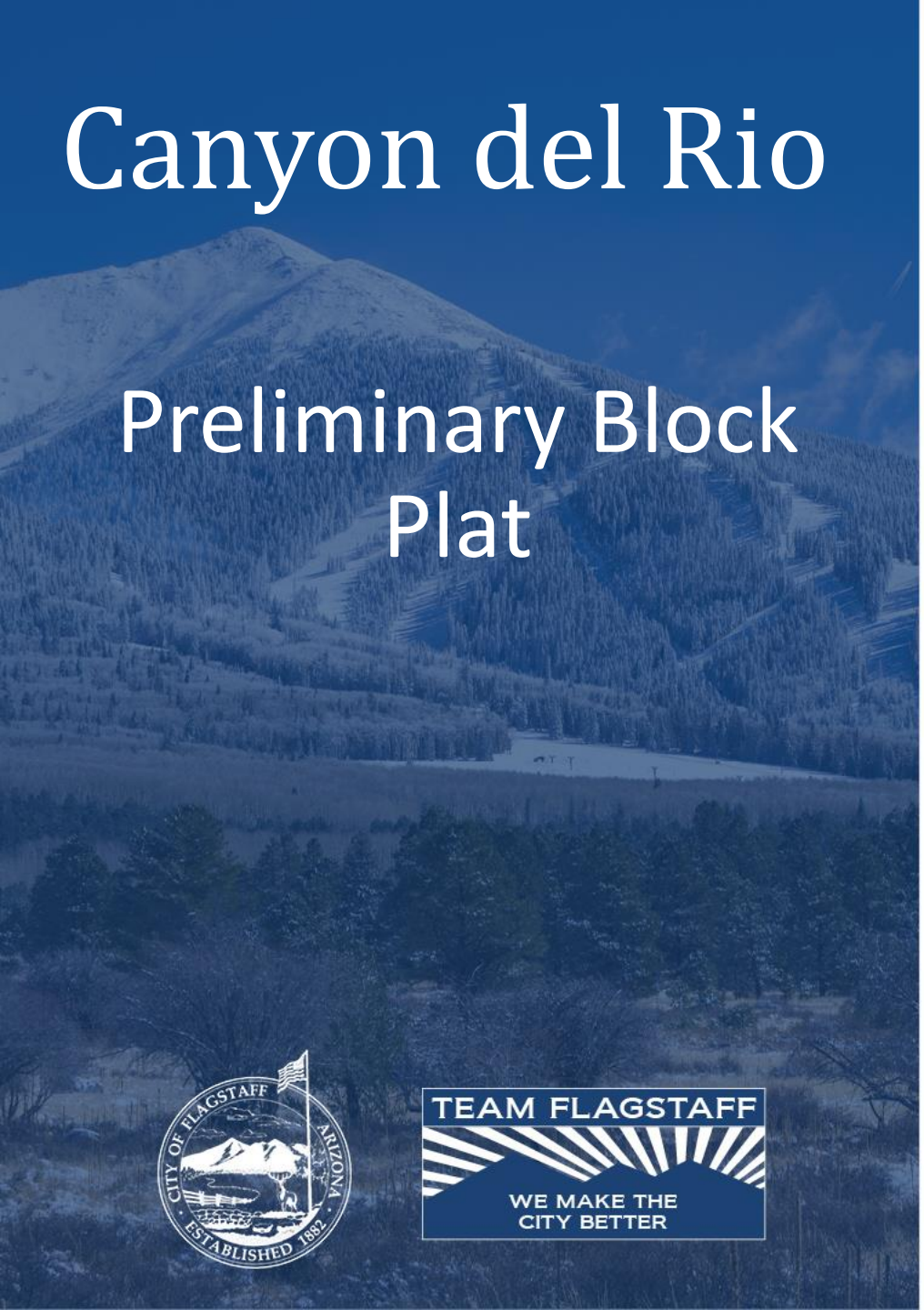
Subdivision plats do not require public hearings. The accompanying Concept Zoning Map Amendment application required compliance with neighborhood meeting and public notification requirements in compliance with City Code standards.

Attachments:

CDR Block Plat presentation
Additional Information Presentation
CDR Block Plat Application
CDR Block Plat Narrative
CDR Block Plat 23 Pages
CDR P&Z Staff Report
CDR Resource Plan

Canyon del Rio

Preliminary Block Plat



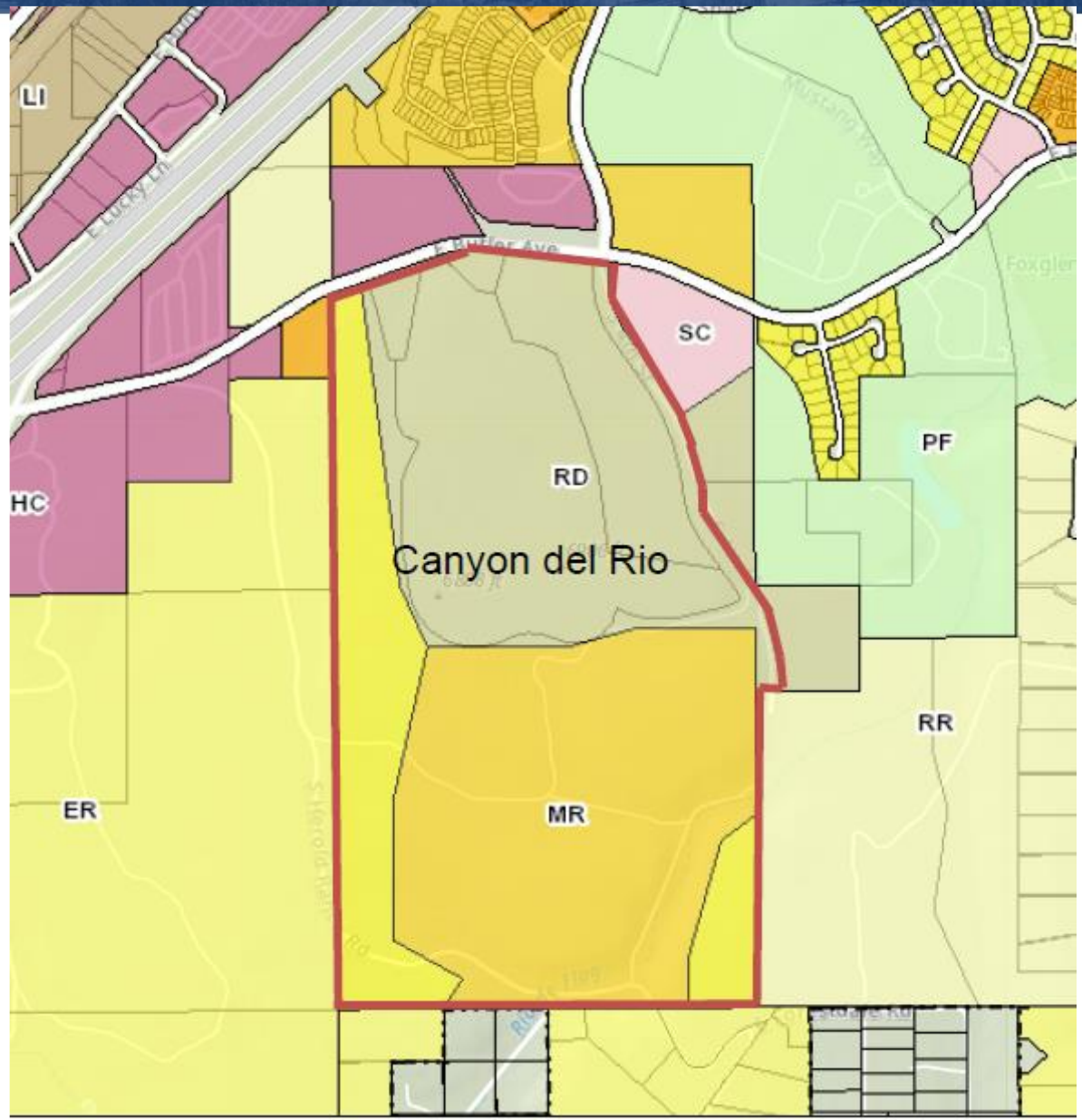
Flagstaff City Council Meeting
June 4, 2019

Review of a Preliminary Block Subdivision Plat for 262-Acres at 3200 East Butler Avenue

CDR P-Plat

Area Map

- Current Zoning
- R1-single-family residential
- MR-Medium density Residential and
- R&D, Research and Development

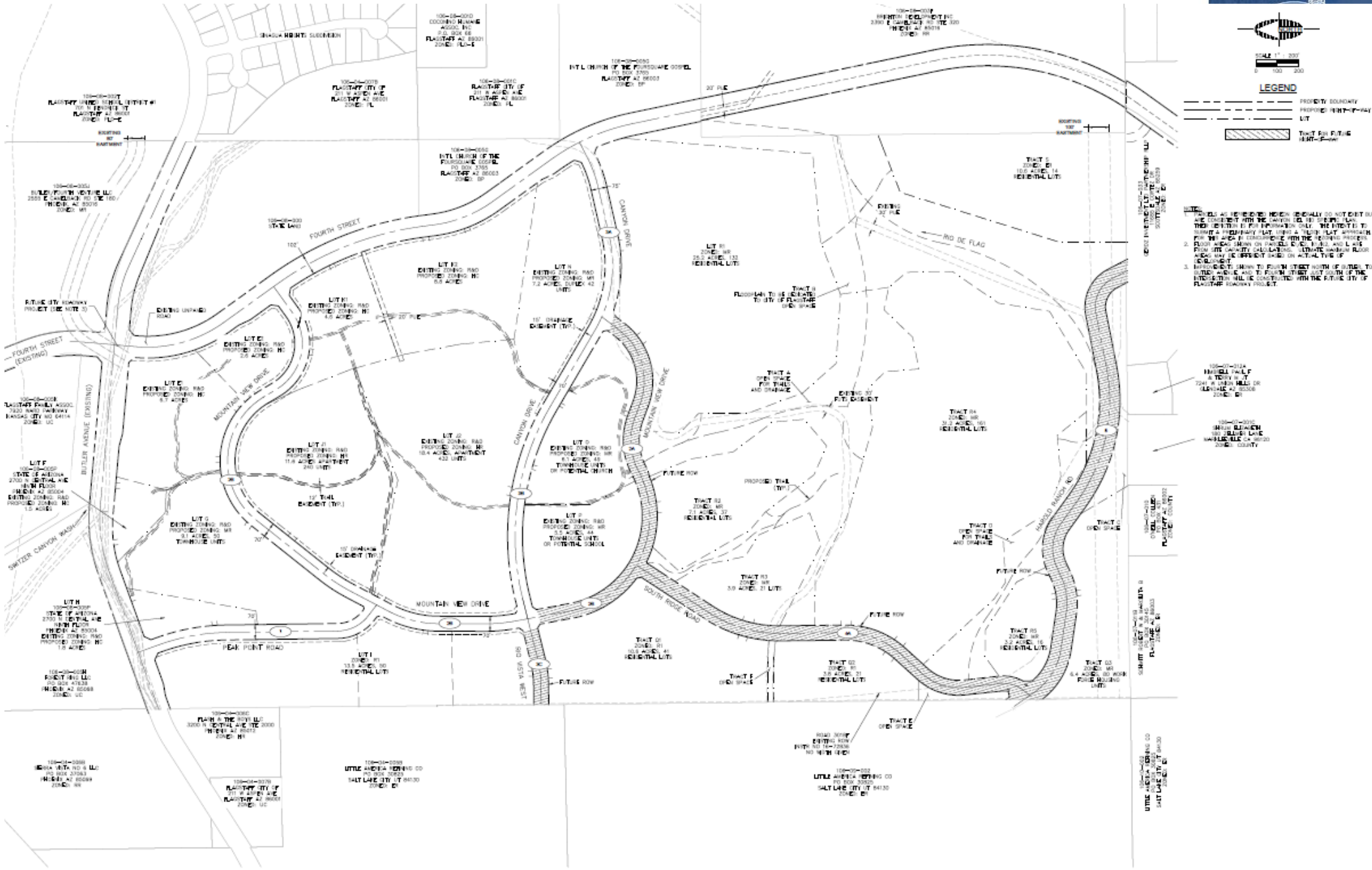


Proposal

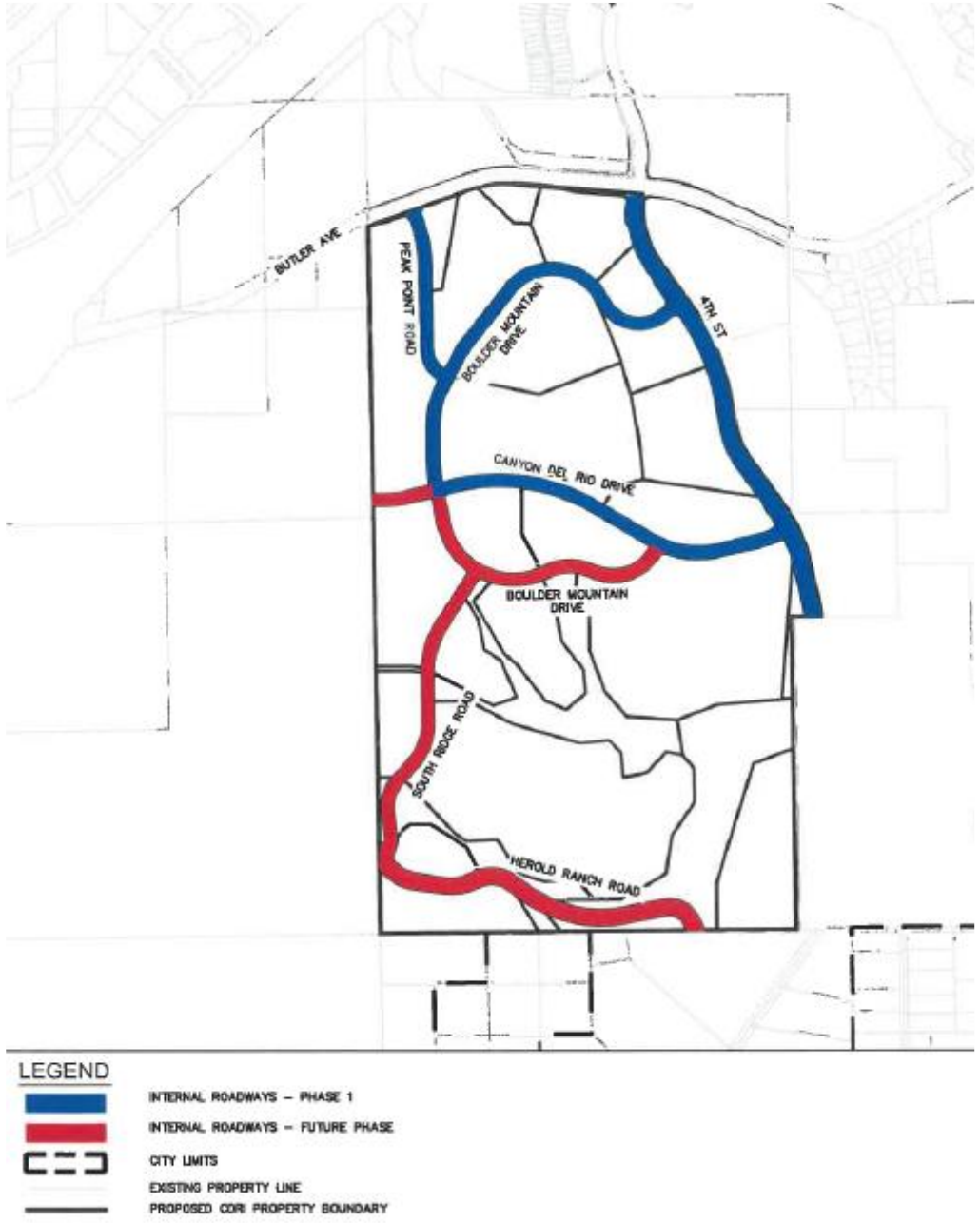
- 1,426 residential units
- 225,000 sq. ft. of commercial uses
- 262-acres of commercial, residential, and open space

The Preliminary Plat Proposes

- 22-Blocks (parcels)
- 8-Tracts
- Public Rights-of-Way



PRELIMINARY



Spine loop developed as Phase 1, includes full and half street improvements

Phase 2 road frontages developed with individual block development proposals come forward

Tracts B & C will be dedicated to the City for floodplain maintenance

Zoning Requirements

- If the ZMA is successful the development will provide
  - 1,426 residential units, 575-single-family lots,
  - 180 attached residential units
  - 670 apartment units

  - Average density of 6.1 units per acre
  - Zoning Code requires a minimum density of 4.36 or 1,024 units this proposal meets minimum density requirements

  - Commercial development includes up to 226,000 sq. ft. FAR of .20

Resources

- 100% of on-site floodplain dedicated (Tracts B & C)
- 205-acres of forest resources
- 6.85-acres of steep slopes, and
- 20.46-acres of moderate slope

- Detailed resource calculations and plans are required with development plans
- Settlement agreement allows the creation of two resource banks

Traffic

- Butler Avenue and Fourth Street; half-street improvements

The ultimate section will include 2-travel lanes, raised median, bike lane, parkway, curb & gutter and sidewalk (102-feet of ROW)

- Internal Minor Collector Street as shown on plat, include one travel and bike lane (each direction) center turn lane, curb & gutter, parkway and sidewalk (70-feet of ROW)
- Interior streets with development proposals for each block

Utilities

- Zone “B” Water: new 24” main in Fourth Street
- Internally looped 12” mains between new Fourth St. main and existing Butler Avenue 24” Main

- Wastewater: Gravity feed from development to 42” main in Rio de Flag. Treatment at the Wildcat Plant has capacity to address 456,000 gallons of new sewage

- Stormwater: CDR will store on site volume difference between pre and post development
- ½ inch LID will be addressed by the final development proposals

Summary of Findings

Title 10, Flagstaff Zoning Code

- Each parcel will be developed or subdivided using the standards for the applicable zoning district.
- The minimum density of 6.1 units-per-acre exceeds the minimum of 4.36 upa required.

Title 11 General plans and Subdivision Code

- Impact analyses submitted and reviewed, impacts have been addressed.
- Franchise utilities and other impacted agencies are in support.
- Preliminary plat standards have been met.

Summary of Findings

- Title 13, Engineering Design Standards and specifications
  - Engineering standards , utility easements, stormwater management, Rights-of-way dedications have been addressed.

Recommendation

Staff recommends the Planning and Zoning Commission forward the Preliminary Block Plat for Canyon del Rio to the City Council with a recommendation for approval with the following conditions:

Conditions

1. The final plats for each phase shall be in substantial conformance with the preliminary plat including the phasing plan and map (sheets PH01 and PH02) of the preliminary Block Plat of Canyon del Rio. Each phase and parcel of the Canyon del Rio plat must meet all requirements independently.

2. Dedication of Tracts B and C and easements for tracts A, D, E, F, G and H are provided with the final block plat for Canyon del Rio.

3. Internal vehicle and pedestrian connections between blocks must be provided to the greatest extent feasible with special attention to connections from each block to the designated open space/civic space areas as well as adjacent activity centers.

4. Permanent public pedestrian easements on all trails within the Canyon del Rio Subdivision(s) must be granted and shown on all final plats of the parcels.

Canyon del Rio

Preliminary Block Plat

City Council Meeting

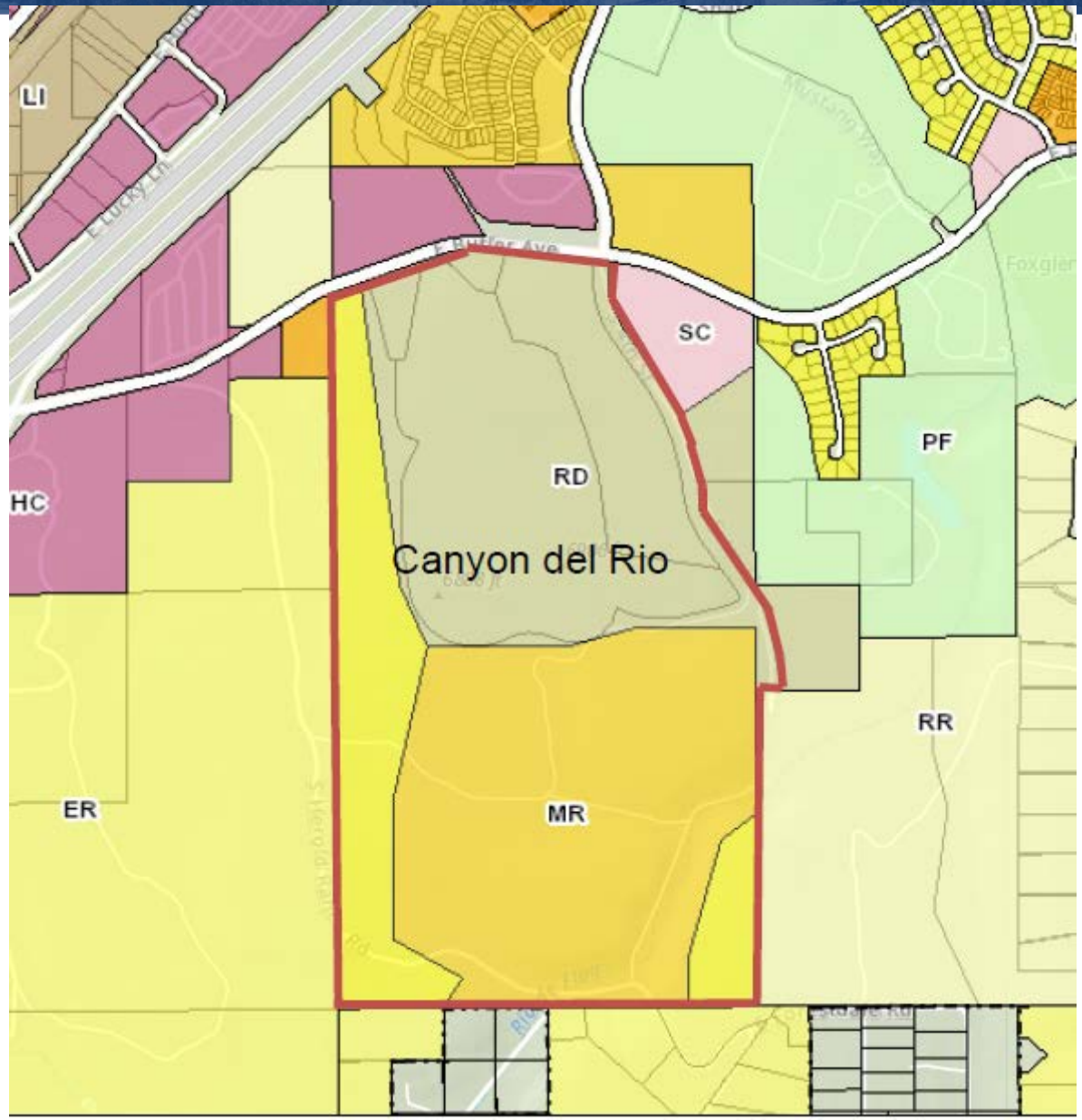
June 4, 2019

Review of a Preliminary Block Subdivision Plat for 261-Acres at 3200 East Butler Avenue

CDR P-Plat

Area Map

- Current Zoning
- R1-single-family residential
- MR-Medium density Residential and
- R&D, Research and Development



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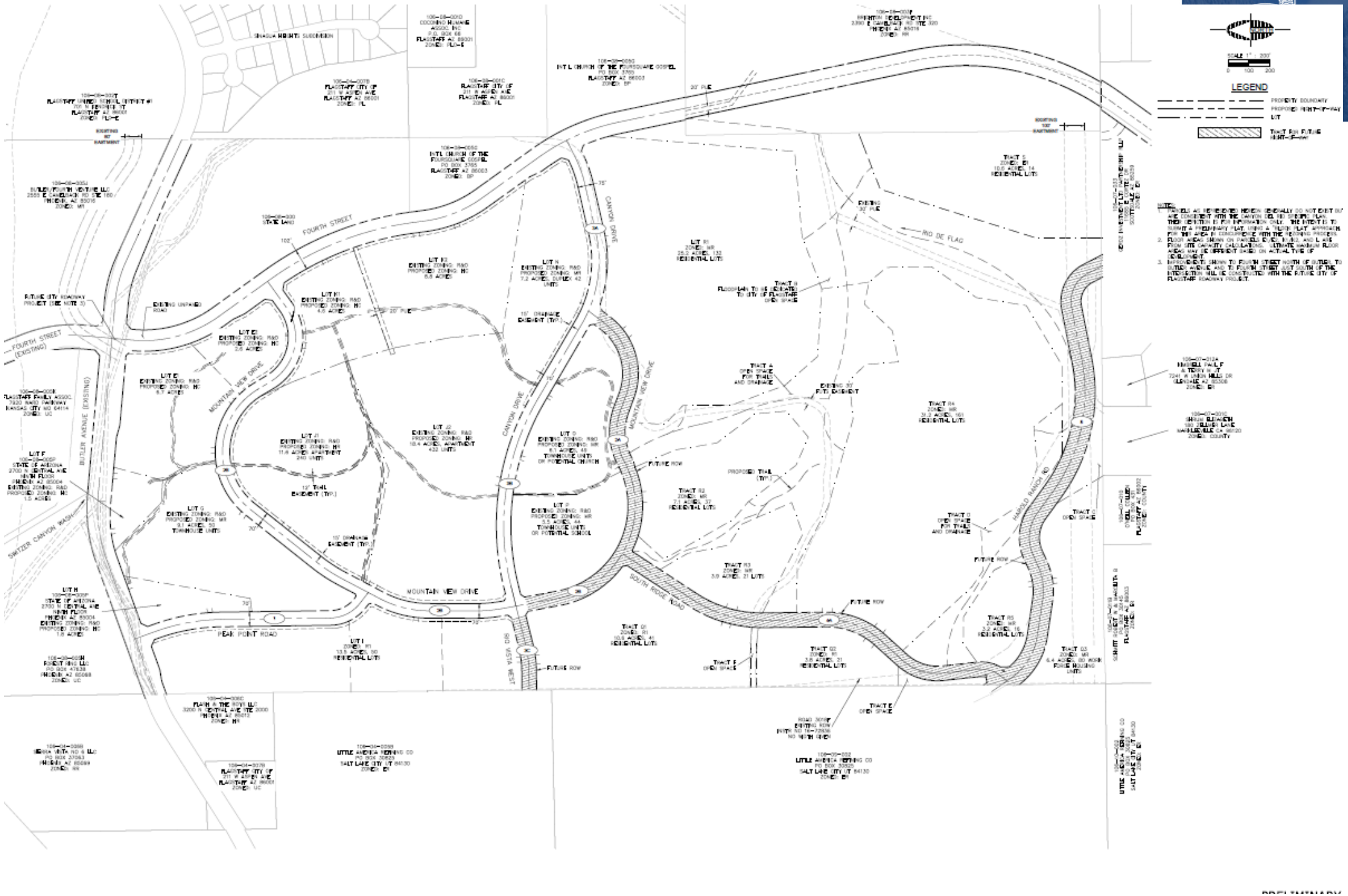
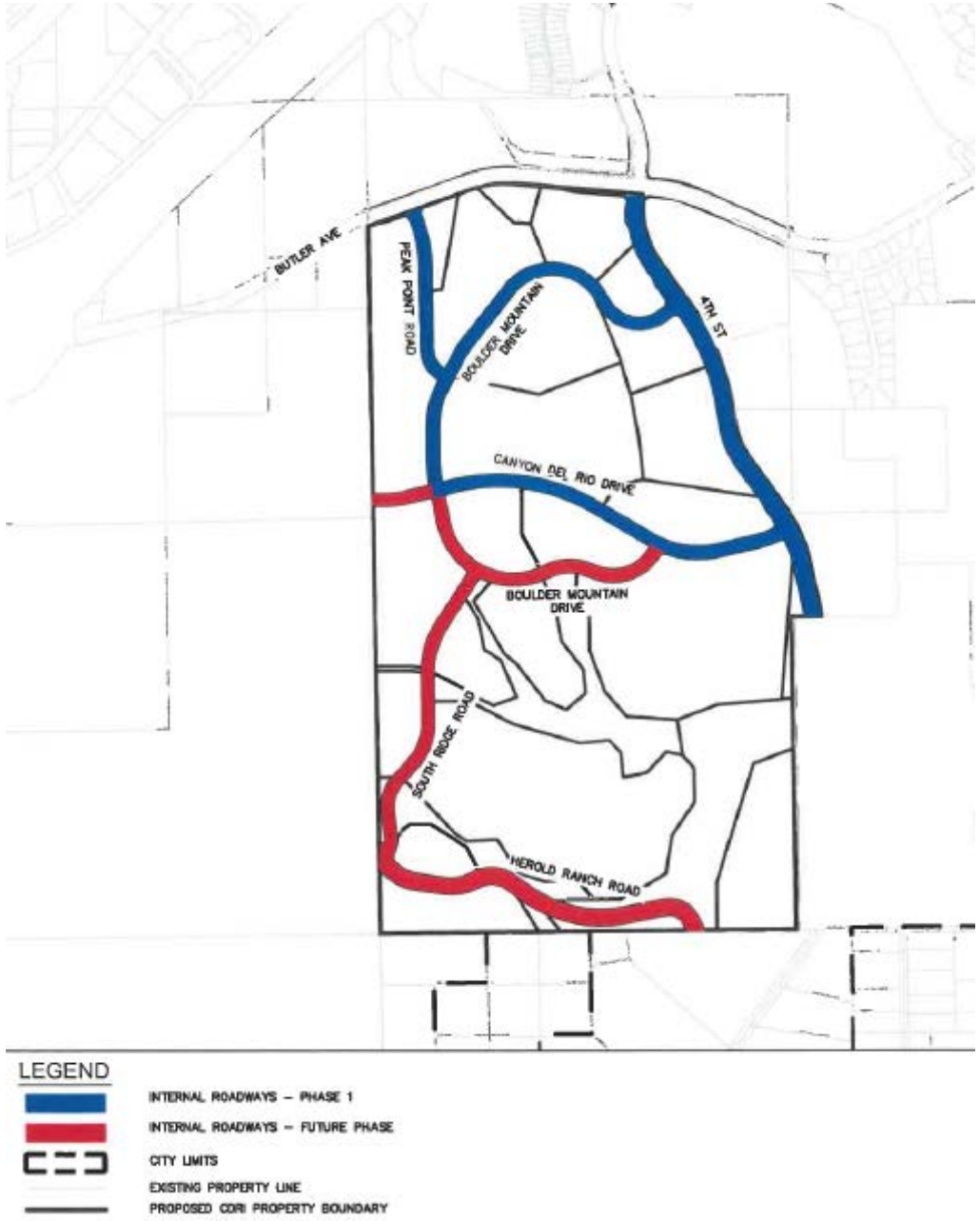

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER
LEGEND
PROPERTY BOUNDARY
RIGHT-OF-WAY
LOT
TRACT FOR FUTURE RIGHT-OF-WAY
SCALE 1" = 200'
0 100 200
NOTES:
1. PARCELS AS REPRESENTED HEREIN GENERALLY DO NOT EXIST BUT ARE CONSISTENT WITH THE CANYON DEL RIO SUBDIVISION PLAT. THEIR DEPICTION IS FOR INFORMATION ONLY. THE INTENT IS TO SUBMIT A PRELIMINARY PLAT, USING A "FLEX PLAT" APPROACH, FOR THE AREA IN CONJUNCTION WITH THE REZONING PROCESS.
2. FLOOR AREAS SHOWN ON PARCELS B, D, E, F, AND L ARE FROM SITE CAPACITY CALCULATIONS. ULTIMATE MAXIMUM FLOOR AREAS MAY BE DIFFERENT BASED ON ACTUAL TYPE OF DEVELOPMENT.
3. IMPROVEMENTS SHOWN TO FOURTH STREET NORTH OF BUTLER, TO BUTLER AVENUE AND TO FOURTH STREET JUST SOUTH OF THE INTERSECTION WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF ROADWAY PROJECT.
FOURTH STREET
BUTLER AVENUE (EXISTING)
MOUNTAIN VIEW DRIVE
CANYON DRIVE
SOUTH RIDGE ROAD
PEAK POINT ROAD
RIO DE FLAG
SNIVELY WEST DR
HARPER RANCH RD
SMITZER CANYON WASH
FUTURE ROW
EXISTING 30' PUE
15' DRAINAGE EASEMENT (TYP.)
12' TRAIL EASEMENT (TYP.)
PROPOSED TRAIL (TYP.)
LOT A
ZONED: RAD
PROPOSED ZONING: HR
6.4 ACRES, 64 TOWNHOUSE UNITS OR POTENTIAL CHURCH
LOT B
EXISTING ZONING: RAD
PROPOSED ZONING: MR
7.2 ACRES, DUPLEX 42 UNITS
LOT C
EXISTING ZONING: RAD
PROPOSED ZONING: HR
6.2 ACRES, 44 TOWNHOUSE UNITS OR POTENTIAL SCHOOL
LOT D
EXISTING ZONING: RAD
PROPOSED ZONING: HR
2.6 ACRES
LOT E
EXISTING ZONING: RAD
PROPOSED ZONING: HR
6.7 ACRES
LOT F
EXISTING ZONING: RAD
PROPOSED ZONING: HR
1.9 ACRES
LOT G
EXISTING ZONING: RAD
PROPOSED ZONING: MR
9.1 ACRES, 50 TOWNHOUSE UNITS
LOT H
EXISTING ZONING: RAD
PROPOSED ZONING: HR
1.9 ACRES
LOT I
ZONED: R1
13.5 ACRES, 50 RESIDENTIAL LOTS
LOT J1
EXISTING ZONING: RAD
PROPOSED ZONING: HR
11.6 ACRES, APARTMENT 240 UNITS
LOT J2
EXISTING ZONING: RAD
PROPOSED ZONING: HR
10.4 ACRES, APARTMENT 432 UNITS
LOT K1
EXISTING ZONING: RAD
PROPOSED ZONING: HR
6.6 ACRES
LOT K2
EXISTING ZONING: RAD
PROPOSED ZONING: MR
6.6 ACRES
LOT L
ZONED: MR
21.3 ACRES, 161 RESIDENTIAL LOTS
LOT M
ZONED: MR
25.0 ACRES, 132 RESIDENTIAL LOTS
TRACT A
OPEN SPACE FOR TRAILS AND DRAINAGE
TRACT B
OPEN SPACE FOR TRAILS AND DRAINAGE
TRACT C
OPEN SPACE
TRACT D
OPEN SPACE
TRACT E
OPEN SPACE
TRACT F
OPEN SPACE
TRACT G
ZONED: MR
6.4 ACRES, 80 WORK FORCE HOUSING UNITS
TRACT R1
ZONED: MR
7.1 ACRES, 37 RESIDENTIAL LOTS
TRACT R2
ZONED: MR
5.9 ACRES, 21 LOTS
TRACT R3
ZONED: R1
10.6 ACRES, 41 RESIDENTIAL LOTS
TRACT R4
ZONED: MR
3.6 ACRES, 31 RESIDENTIAL LOTS
TRACT R5
ZONED: MR
3.2 ACRES, 16 RESIDENTIAL LOTS
TRACT S
ZONED: R1
10.6 ACRES, 14 RESIDENTIAL LOTS
INTL CHURCH OF THE FOURSQUARE GOSPEL
PO BOX 3765
FLAGSTAFF AZ 86003
ZONED: SF
FLAGSTAFF UNIFIED SCHOOL DISTRICT #1
ZONED: FLU-E
FLAGSTAFF CITY OF
211 W ASPEN AVE
FLAGSTAFF AZ 86001
ZONED: FLU-E
COCONINO HUMANE ASSOC INC
P.O. BOX 66
FLAGSTAFF AZ 86001
ZONED: FLU-E
SINAGUA HEIGHTS SUBDIVISION
STATE LAND
ZONED: UR
BUTLER FOURTH VENTURE LLC
2555 E CAMELBACK RD STE 160
PHOENIX AZ 85016
ZONED: MR
FLAGSTAFF FAMILY ASSOC
7920 NW TARSNEY
KANSAS CITY MO 64114
ZONED: UC
STATE OF ARIZONA
2700 N CENTRAL AVE
NINTH FLOOR
PHOENIX AZ 85004
ZONED: RAD
PROPOSED ZONING: HR
FINEST INV LLC
PO BOX 47838
PHOENIX AZ 85068
ZONED: UC
FLAG A THE BOYS LLC
3200 N CENTRAL AVE STE 2000
PHOENIX AZ 85012
ZONED: HR
SIERRA VISTA NO 6 LLC
PO BOX 23063
PHOENIX AZ 85063
ZONED: RR
FLAGSTAFF CITY OF
211 W ASPEN AVE
FLAGSTAFF AZ 86001
ZONED: UC
LITTLE AMERICA REFINING CO
PO BOX 30825
SALT LAKE CITY UT 84130
ZONED: SF
ROAD DEDICATED BY BOOK 1016 PAGE 72 EXISTING ROW WITH NO IMPROVEMENTS
PRELIMINARY



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- Franchise utilities and other impacted agencies are in support.
- Preliminary plat standards have been met.

Summary of Findings

- Title 13, Engineering Design Standards and specifications
  - Engineering standards , utility easements, stormwater management, Rights-of-way dedications have been addressed.

Recommendation

Staff recommends the City Council approve the Block Plat for Canyon del Rio subject to the following conditions:

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4. Permanent public pedestrian easements on all trails within the Canyon del Rio Subdivision(s) must be granted and shown on all final plats of the parcels.

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

RECEIVED
NOV 01 2018

RECEIVED

Application for Subdivision Review

Date Received	File Number
SEP 18 2018	P2-18-00113-01

Property Owner(s) Canyon Del Rio Investors, LLC		**Phone** (602) 241-1500
Mailing Address 2700 N. Central Ave. Ninth Floor	**City, State, Zip** Phoenix, AZ 85004	**Email**
Applicant(s) RAC Partners, LLC		**Phone** (928) 699-1169
Mailing Address 3605 S Flagstaff Ranch Rd	**City, State, Zip** Flagstaff, AZ 86005	**Email** brhoton@capstonehomesaz.com
Project Representative Brian Rhoton		**Phone** (928) 699-1169
Mailing Address 3605 S Flagstaff Ranch Rd	**City, State, Zip** Flagstaff, AZ 86005	**Email** brhoton@capstonehomesaz.com

Requested Review:
- ☐ Development Master Plan
- ☐ Conceptual Plat
- ☐ Preliminary Plat P&Z and Council
- ☐ Modified Subdivision
- ☒ Preliminary Plat
- ☐ Final Plat- Council

Project Name: Canyon Del Rio	**Site Address** TBD - Butler Avenue/4thStreet		**Parcel Number** 106-08-005N, 106-08-005M, 106-08-005L, 106-08-005P
Proposed Use Commercial/Residential	**Existing Use** Undeveloped	**Subdivision, Tract & Lot Number** n/a	
Zoning District Existing-R&D, R1, MR, ER	**Regional Plan Category** Suburban Activity Center	**Flood Zone** X & AE	**Size of Site (Sq. ft. or Acres)** 262.36 acres

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses (Res, Com, Ind)	North	South	East	West
	Undeveloped	Residential	Undeveloped	Undeveloped

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Commercial/Residential	22	1426 DU	25.5 ac Com./174.9 ac Res.	222,156 sf

Please complete a *"Subdivision Review Application"* and provide an initialed *"Application and Information Checklist"* form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date:	Applicant Signature:	Date:
	9/13/18		9/13/18

For City Use

Date Filed:	**Case Number (s)**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	Action By City Council:
Approved	Approved
Denied	Denied
Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Neil	Mac	Kurt	Adam Jim	Doug

Comments sent
12-10-18

PROJECT NARRATIVE
for
The BLOCK PLAT of Canyon del Rio

Located within the Southern Half of Section 7, T 14 N, R 12 E, G&SRB&M
Flagstaff, Arizona

Prepared by:
RAC Partners L.L.C.
3605 S Flagstaff Ranch Rd.
Flagstaff, AZ 86005

Prepared for:
CDR Investors, LLC

Date: February 20, 2019

PROJECT NARRATIVE
BLOCK PLAT

DESCRIPTION OF THE PROPOSAL

Canyon del Rio (CDR) is a proposed 262 acre mixed use development located at the southwest corner of Butler Ave. and Fourth Street. Within the 262 acres are multiple parcels with various uses including retail, office, multifamily housing, single family housing, school, and church. This narrative is for the Block Plat for CDR which will define where the parcels, tracts and collector roads are in CDR.

Parcels, Right-of-way, and Tracts are the three main components of the Block Plat. Parcels will be where neighborhoods, retail buildings, offices, churches, schools, etc. will be built and will be defined by their zoning category on the Block Plat. Future Parcels that will not have access to the collectors being constructed with the first phase are labeled as Tracts in the Block Plat. Right-of-Way (ROW) for collector streets will be labeled and eventually dedicated to the City with the final Block Plat approval. Tracts will also be identified and will be mainly used for open space, trails, utilities, and storm water detention. Future ROW not being dedicated with the first Block Plat is also shown as Tracts throughout CDR.

Collector streets will be developed in phases once the civil engineering plans and Final Block Plat approvals are complete. Improvements that need to occur in the Tracts, such as drainage facilities and trails, will be approved with the Final Block Plat approval. Individual Parcels will go through the City's normal Final Plat or Site Plan process to finalize their development plans.

City approval of the Final Block Plat will vest development rights for the entire CDR property.

Tracts A, D, F, and G will be open space and trails. Detention facilities for the subdivisions may also be located within these Tracts, as well as sewer mains that ultimately connect to the existing sewer system located in Tract B.

Tracts B and C are where Rio de Flag passes through the property as well as existing reclaimed water and sewer lines. New water mains and sewer connections will be made in Tract B to the Parcels. FUTS and social trails will also be constructed within Tract B. The Rio de Flag within Tracts B and C will be placed in a conservation easement and then dedicated to the City. At this time, there will be no future utilities routed through Tract C.

Tracts E and H will be open space. At this time, there will be no future utilities routed through these tracts.

Tracts I, J, K, and L are intended to be future right-of-way for streets and utilities.

Parcels E-1, E-2, F, H, K-1, and K-2 are proposed to be rezoned to HC-Highway Commercial.

Parcels G, N, O, P, are proposed to be rezoned to MR-Medium Density Residential.

Parcels J-1 and J-2 are proposed to be zoned HR-High Density Residential.

Parcels I, Q-1, Q-2 and S are not part of the 83-acre Rezoning and are already zoned R1-Single Family Residential.

Parcels Q-3, R-1, R-2, R-3, R-4, and R-5 are not part of the 83-acre Rezoning and are already zoned MR.

Overall zoning category sums for all of the 262 acres in Canyon del Rio will be:

- R1-Single Family Residential: 38 acres
- MR-Medium Density Residential: 107 acres
- HR-High Density Residential: 30 acres
- HC-Highway Commercial: 26 acres
- Tracts: 33 acres
- Right-of-Way: 28 acres

Although the boundaries to the Parcels will be identified with the Block Plat, those boundaries can change due to physical limitations of the site or development issues that may arise as long as the acreage for the zones do not change. For instance: if a Parcel needed to grow on one end by a half an acre due to a steep slope, it would be reduced by a half an acre somewhere else.

CONSTRUCTION PHASING

Canyon del Rio will be constructed in phases. Phase 1 will be construction of the "loop" roads and utilities in Canyon del Rio Dr from Fourth St. to Boulder Mountain Dr and Boulder Mountain Dr from Fourth St. to Canyon del Rio Dr. Once phase 1 is constructed, most of the parcels will have utilities and access available and the parcels can be improved. After phase 1, the phasing will generally follow a program of: any parcel that fronts a collector street will be required to complete the improvements on the collector street that the parcel fronts.

The Butler Ave and Fourth Street intersection will be improved based on the terms of the Development Agreement for Canyon del Rio. The City has budgeted funds to make improvements to the intersection, and CDR will contribute funds to the City for the impacts that the CDR traffic will make on the City street system. A Traffic Impact Analysis (TIA) was conducted to calculate the trips generated by CDR. The City will manage the design and construction of the Butler and Fourth intersection improvements. Many factors affect the timing of the improvement of the intersection including the approval of the Development Agreement,

payment of the CDR funds, the design of the improvements, etc. but the anticipation is that these improvements will occur early if not first in the development of CDR.

The chart on sheet PH02 of the Block Plat plans shows more detailed information on the CDR phasing.

OPEN SPACE, RESOURCE PROTECTION, AND TRAILS

CDR is planned to contain open space, tree resources, and slope resources in common areas and within the Parcels themselves. Each Parcel within the Property will meet resource requirements which will be consistent with the Development Agreement and determined when the final Plat or site plan of each Parcel is approved.

Approval of the Block Plat will determine where some of the common resource space would be located. Every Parcel within the Property will be allowed to share the forest resources within CDR to achieve the amount of forest resources that are required of that Parcel. A resource bank will be maintained by CDRI, and coordinated with the City, to keep an ongoing accounting of available resources and which resources have been shared. CC&R's for the overall CDR community will govern the sharing of resources.

"Ultimately, CDRI anticipates recording comprehensive Master Covenants, Conditions and Restrictions ("Master CC&Rs") covering the entire Property and all Parcels owned by CDRI. CDRI anticipates recording the Master CC&Rs after the zoning process is complete, but before the first Parcel is conveyed to a third-party purchaser. The Master CC&Rs may also cover the adjacent property held by the State Land Department (Parcels D and L) and/or Parcel M (the parcel CDRI previously conveyed that lies east of Fourth Street). Parcels D, L and M are all part of the original Canyon del Rio development and master plan. Whether Parcels D, L and/or M become subject to the Master CC&Rs will be determined by future negotiation between or among CDRI and the Parcel D, L and M owners.

The Master CC&Rs will provide commercially standard guidelines and rules insuring the Property is developed in a uniform manner that complies with the Development Agreement and reflects the Property's unique characteristics, benefiting all Parcel owners. The Master CC&Rs will also provide for the formation of a Master Association that will maintain specified common areas and common area improvements within the Property, together with an assessment mechanism to fund anticipated maintenance, repair and replacement expenses. Individual Parcels within the Property may also be subject to separate recorded covenants, conditions and restrictions (Sub-CC&Rs). The Sub-CC&Rs will establish Parcel specific rules and restrictions, and also provide for the formation of Parcel specific associations – in most cases, Homeowner Associations relating to the Property's single-family and condominium communities."

Open spaces and FUTS trails will transect the project and provide convenient access from the residential parcels to the activity center. “Social” trails are also proposed throughout to provide additional connectivity. The Switzer Wash FUTS trail currently terminates at the southeast corner of 4th Street and Butler, the frontage improvements to Butler and 4th Street include sidewalks that will allow for Switzer Wash FUTS trail users to cross 4th Street and continue west along Butler. The Foxglenn FUTS trail currently bisects CDR east to west. Modifications to the Foxglenn trail in CDR may be necessary but the trail will continue pass through the community. New FUTS trail connections will be made to the Foxglenn trail within CDR.

Trails have also been planned throughout the Property to interconnect the Parcels. The route of the trails can be modified in a way that suits the ultimate final development of each Parcel as long as the connectivity in and out of the Parcel to the rest of CDR is maintained. Existing FUTS trails at the perimeter of CDR will be extended through CDR as well.

PUBLIC SERVICES

Essential public services such as water and wastewater are being addressed through the updated WSIA and related discussions and the Development Agreement. Stormwater is being addressed through the Preliminary Drainage Report and related discussions. Solid waste is being addressed through the TIA (appropriate street circulations). The City’s Design Standards for solid waste dumpster enclosures and trash truck turning movements will be followed with the future design of each Parcel.

PLOTTED: Sep 11, 2018–4:00pm

LEGEND

- PROJECT BOUNDARY
- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — WATER LINE
- 100–YR FLOODPLAIN
- STORM DRAIN PIPE
- FIRE HYDRANT
- W — WATER METER
- S — SEWER MANHOLE
- DRAINAGE ARROW
- LID/DETENTION
- EX. LOT LINE
- EX. EASEMENT
- EX. INTERMEDIATE CONTOUR
- 6790 — EX. INDEX CONTOUR
- EX. FENCE
- W — EX. WATER LINE
- SS — EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING

LOT COVERAGE/BUILDING INFORMATION						
Parcel	**Existing Zoning**	**Proposed Zoning**	**Use**	**Net Acreage**	**Development Units**	**0.20 FAR SF**
E-1	R&D - Research and Development	HC-Highway Commercial	Office/Retail	6.4	N/A	55,757
E-2	R&D - Research and Development	HC-Highway Commercial	Office/Retail	2.5	N/A	21,780
F	R&D - Research and Development	HC-Highway Commercial	Office/Retail	1.4	N/A	12,197
G	R&D - Research and Development	MR-Medium Density Residential	Attached Residential	9.1	50	N/A
H	R&D - Research and Development	HC-Highway Commercial	Office/Retail	1.8	N/A	15,682
I	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	13.4	50	N/A
J-1	R&D - Research and Development	HR-High Density Residential	Attached Residential/Multi-Family /Apartments	11.6	240	N/A
J-2	R&D - Research and Development	HR-High Density Residential	Attached Residential/Multi-Family /Apartments	18.4	432	N/A
K-1	R&D - Research and Development	HC-Highway Commercial	Retail	4.6	N/A	40,075
K-2	R&D - Research and Development	HC-Highway Commercial	Retail	8.8	N/A	76,666
N	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Duplex Units	7.1	42	N/A
O	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Church or School	6	49	N/A
P	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Church or School	5.4	40	N/A
Q-1	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	10.2	41	N/A
Q-2	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	3.9	21	N/A
Q-3	MR-Medium Density Residential	MR-Medium Density Residential	Attached Residential/Duplex Units	6	80	N/A
R-1 thru 5	MR-Medium Density Residential	MR-Medium Density Residential	Detached Residential	73.2	367	N/A
S	ER-Estate Residential	ER-Estate Residential	Detached Residential	10.6	14	N/A
Total Commercial Acreage				25.5		
Total Residential Units				1426		
Total Acreage ROW				22.6		
Notes:						
1. Open space areas are reserved throughout the project consisting of areas between parcels and the floodplain areas within the Rio De Flag. Refer to Sheet 3 for the locations of open space and trails.						

SOURCE OF PROJECT INFORMATION

BOUNDARY AND TOPOGRAPHIC INFORMATION ACCORDING TO AN ALTA SURVEY PREPARED BY SHEPHARD–WESNITZER, INC. IN MAY 2003, INSTRUMENT NUMBER 3203783, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

BASIS OF BEARING

NORTH 89–34–20 EAST, 2655.62' FROM THE NORTHWEST CORNER OF SECTION 24 TO THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, ACCORDING TO AN ALTA SURVEY PREPARED BY SHEPHARD–WESNITZER, INC. IN MAY 2003, INSTRUMENT NUMBER 3203783, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

LEGAL DESCRIPTIONS

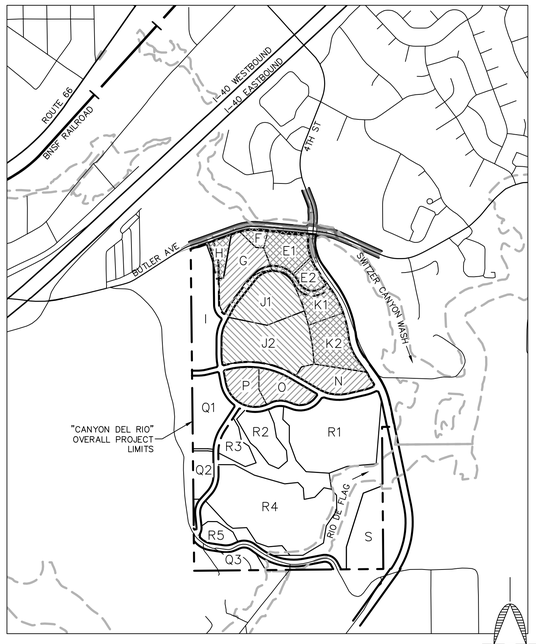
ASSESSOR'S PARCEL NUMBER 106–08–005N ACCORDING TO INSTRUMENT NUMBERS 3717643 AND 3717644, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

ASSESSOR'S PARCEL NUMBERS 106–08–005L AND 106–005M ACCORDING TO INSTRUMENT NUMBERS 37176454, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

ASSESSOR'S PARCEL NUMBER 106–08–005P ACCORDING TO INSTRUMENT NUMBERS 3717643 AND 3499970, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

PRELIMINARY BLOCK PLAT OF CDRI'S 262.36 ACRES OF CANYON DEL RIO FLAGSTAFF, ARIZONA

LOCATED IN THE WESTERN HALF OF SECTION 24, TOWNSHIP 21 NORTH RANGE 7 EAST GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY.



VICINITY MAP

1"=1000'

SHEET INDEX		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	RS01	RECORD SURVEY
3	PP01	PRELIMINARY PLAT OVERVIEW
4	PP02	PRELIMINARY PLAT – LOT INFORMATION (1)
5	PP03	PRELIMINARY PLAT – LOT INFORMATION (2)
6	PP04	PRELIMINARY PLAT – LOT INFORMATION (3)
7	XS01	TYPICAL ROADWAY CROSS SECTIONS
8	SG01	STREETS, GRADING & UTILITIES PLAN (1)
9	SG02	STREETS, GRADING & UTILITIES PLAN (2)
10	SG03	STREETS, GRADING & UTILITIES PLAN (3)
11	DO01	DRAINAGE & OPEN SPACE PLAN
12	PH01	PHASING MAP
13	PH02	PHASING MATRIX

PROPERTY OWNER:

CANYON DEL RIO INVESTORS, LLC (CDRI)
2700 N CENTRAL AVE, NINTH FLOOR
PHOENIX, AZ 85004
CONTACT: ROBERT M. SEMPLE, CPA

PROJECT DEVELOPER:

RAC PARTNERS, LLC
1750 RAILROAD SPRING BLVD #10
FLAGSTAFF, AZ 86001
TEL: (928) 699–1169
CONTACT: BRIAN RHOTON

PLAT PREPARER:

SHEPHARD–WESNITZER, INC.
GUILLERMO CORTES
110 W. DALE AVENUE
FLAGSTAFF, ARIZONA 86001
928–773–0354

PROJECT INFORMATION

SITE ADDRESS: TO BE ASSIGNED (CURRENTLY A PORTION OF THE PARCELS ASSOCIATED WITH THIS PROJECT ARE LOCATED AT 3200 E. BUTLER AVENUE.)

APNS: 106–08–005N
106–08–005M
106–08–005L
106–08–005P

A. 226,156 SQ. FT. OF COMMERCIAL LAND USES ARE POSSIBLE BASED ON 25.5 ACRES AT A 0.2 FLOOR AREA RATIO.
B. PER THE LOT COVERAGE/BUILDING INFORMATION TABLE, 1,426 RESIDENTIAL UNITS ARE PROPOSED.
C. BASED ON 1,426 UNITS, THE GROSS DENSITY OF THE PROJECT IS 5.5 UNITS PER ACRE.
D. 55.8 ACRES (21.3%) OF OPEN SPACE IS BEING PROVIDED.

PARCELS TO BE REZONED

- 27.6 ACRES TO BE REZONED FROM RESEARCH & DEVELOPMENT (R&D) TO MEDIUM DENSITY RESIDENTIAL DISTRICT (MR), PARCELS G, N, O, AND P.
- 30.0 ACRES TO BE REZONED FROM RESEARCH & DEVELOPMENT (R&D) TO HIGH DENSITY RESIDENTIAL DISTRICT (HR), PARCELS J1, J2.
- 25.5 ACRES TO BE REZONED FROM RESEARCH & DEVELOPMENT (R&D) TO HIGHWAY COMMERCIAL DISTRICT (HC), PARCELS E1, E2, F, H, K1, AND K2.

TOTAL AREA TO BE REZONED = 83.88 ACRES

CITY ENGINEER
BY: DATE:

CITY PUBLIC WORKS DIRECTOR
BY: DATE:

CITY WATER SERVICES DIRECTOR
BY: DATE:

ALTICEUSA
BY: DATE:

ARIZONA PUBLIC SERVICE
BY: DATE:

UNISOURCE ENERGY SERVICES
BY: DATE:

CENTURYLINK
BY: DATE:

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

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.

RESOURCE PRESERVATION

THE PROJECT DOES FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. REFER TO THE PRELIMINARY NATURAL RESOURCE PROTECTION PLAN FOR MORE INFORMATION ON THE FOREST RESOURCES AVAILABLE ON THIS PROJECT SITE. THE NARRATIVE CONTAINS THE CROSS–CREDITING DESCRIPTION. A MASTER ASSOCIATION WILL BE CREATED TO ADMINISTER THIS.

FEMA DESIGNATION

THE PROJECT AREA IS WITHIN ZONES AE AND X DESIGNATED BY FEMA FIRM'S 04005C–6828G. A GOOD PORTION OF THE PROJECT AREA HAS BEEN DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THEREFORE, NO BUILDING WILL OCCUR IN A FLOODPLAIN. A SMALL PORTION OF THE PROJECT AREA HAS BEEN DETERMINED TO BE WITHIN THE 100–YR FLOODPLAIN.

WATER AND SEWER IMPACT ANALYSIS

THE PRELIMINARY PLAT IS IN COMPLIANCE WITH THE RECOMMENDATIONS SET FORTH IN THE PUBLIC W.S.I.A. PREPARED BY THE CITY OF FLAGSTAFF UTILITIES DEPARTMENT DATED JULY 29, 2015.

EARTHWORK SUMMARY

EXCAVATION: 35,562 C.Y.
EMBANKMENT: 42,506 C.Y.

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Aaron D. Borling, RLS 48756

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

CANYON DEL RIO PRELIMINARY BLOCK PLAT

COVER SHEET

JOB NO: 13184
DATE: SEP 18
SCALE: AS SHOWN
DRAWN: KMB
DESIGN: KMB
CHECKED: SCI/GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

Call at least two full working days before you dig, it's the law.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO. CVR
SHT NO. 1 OF 13

FILE: P:\2013\13184\DRAWINGS\PRELIMINARY BLOCK PLAT\CVR-13184.DWG KBAYER

PLOTTED: Sep 11, 2018 - 4:00pm

NORTH

SCALE 1" : 200'
0 100 200

106-08-002T
SINAGUA HIGH SCHOOL
DOCKET 1301, PAGE 1

2 1/2" ALUMINUM CAP STAMPED "CITY OF FLAGSTAFF LS 16630" #1100
NORTHING= 52318.51
EASTING= 44745.93
ELEV= 6880.14

S 00°30'36" E 947.91' (R1)
S 00°30'38" E 947.81' (M)
899.23' (M)

1/4 S13
S24

CENTERLINE MONUMENT CAP ILLEGIBLE

106-11-042
SINAGUA HEIGHTS
TRACT A

N 00°29'36" W 1085.32' (M)

5/8" REBAR IN CONCRETE
C 1/4 BEARS S 01°08'58" E 1302.54'

REBAR STAMPED "14671 NES" CSN 1/64

CWE 1/64

S 00°30'11" E 662.44' (M&R1)

REBAR STAMPED "LS 16630 FLAGSTAFF ENGINEERING" NWSE 1/64

N 89°32'15" E 660.12' (M&R1)

106-08-001C
NOT A PART OF SUBJECT PARCEL

589.73'
S 89°28'21" W 660.24' (M)
S 89°33'53" W 659.94' (R1)

3/4" OPEN PIPE
C1/4 S24

N 00°29'36" W 660.31' (M)
N 00°30'36" W 660.00' (R1)

S 11°45'28" E 391.88'

106-08-003
INVESTMENT PROPERTY EXCHANGE SERVICES

S 00°31'07" E 1986.56' (R1)
S 00°29'29" E 1986.62' (M)

BLM BRASS CAP
1965

1/4 S24
S25

CNS 1/64

L=336.37' R=750.00' Δ=25°41'47"

NOT A PART OF SUBJECT PARCEL

N 89°30'54" E 357.01' (M)
N 89°29'24" E 356.64' (R1)

L=750.41' R=1543.97'
Δ=27°50'51" (M)
SEE NOTE THIS SHEET

S 37°27'16" E 235.31'

L=360.38' R=608.58' Δ=33°55'42"

PROPOSED 4TH STREET EXTENSION 88' WIDE

L=843.47' R=1500.03' Δ=32°13'03"

4TH STREET EXTENSION

NOT A PART OF SUBJECT PARCEL

S 15°23'15" E 500.12' (R1)
N 85°25'27" E 520.48' (M)
N 85°29'38" W 520.72' (M)

L=447.83' R=1351.04'
Δ=18°59'31" (M)

L=447.83' R=1351.00'
Δ=18°59'33" (R1)

L=476.83'
R=1395.00'
Δ=19°35'04"

N 35°44'39" W 310.32' (M)
N 35°46'09" W 235.57' (R1)

S 35°44'39" E 310.32'

L=397.52' R=559.01'
Δ=40°44'38" (M&R1)

N 05°01'02" E 117.33'

N 21°20'46" W 160.09'

L=428.81' R=603.01' Δ=40°44'38"

S 04°59'59" W 55.92' (M)
S 04°58'29" E 55.91' (R1)

N 04°59'59" E 100.00'

L=299.08'
R=650.00'
Δ=26°21'48"

NOT A PART OF SUBJECT PARCEL
4TH STREET
DOCKET 977, PAGE 54
88' WIDE

5/8" REBAR FOUND
N 86°36'56" W 2.59'
FROM INTERSECTION POINT

1025.52'

N 89°32'52" E 2655.85' (R1)
N 89°54'00" E 2647.59' (R)
N 89°34'20" E 2655.62' (M)

107-16-008N
FOREST SPRINGS

SUBJECT PARCEL
11428401 sq. ft
262.36 Acres (Gross)
1.08 Acres (4th Street)
5.59 Acres (Butler Avenue)
255.69 Acres (Net)

NOT A PART OF SUBJECT PARCEL
BUTLER AVE EXTENSION
DOCKET 970, PAGE 696
RE-RECORDED
DOCKET 977, PAGE 59
88' WIDE

N 89°56'56" W 793.78'

L=307.80'
R=710.00'
Δ=24°50'19"

BUTLER AVENUE

S 70°10'47" W 68.88'

1650.10'

REBAR STAMPED "11369" ON LINE 799.65' FROM NW SEC. CORNER

2x2 SQUARE ROD W/ PUNCH MARK
COF CP#1922200

753.11'

N 00°01'00" W 2640.00' (R)
N 00°43'05" W 2645.53' (M)

106-04-006B
BUTLER PROPERTY INVESTMENTS

14|13
23|24

REBAR STAMPED "11369" NW SEC COR BEARS N 00°26'24" E 805.53'

106-04-006C
BAR T BAR RANCH
DOCKET 1586, PAGE 915

REBAR STAMPED "11369" SEE DETAIL A SHEET 6

106-04-005B
LITTLE AMERICA

REBAR W/ 1.5" ALUMINUM CAP STAMPED "LS 4321" COF CP#2022200

1/4 S23 S24

1/2" REBAR
6.11' OFF LINE
W1/4 CORNER BEARS
N 01°17'33" E 180.71'

SET SWI CAPPED REBAR #1000
NORTHING= 50706.20
EASTING= 41780.15
ELEV= 6857.22

N 00°38'39" W 2646.63' (M)
N 00°01'00" W 2640.00' (R)
N 00°40'11" W 2646.51' (R1)

106-09-002
LITTLE AMERICA
DOCKET 311,
PAGE 448

BLM BRASS CAP
1965
COF CP#2122101

23|24
26|25

106-07-011B
ROBERT SCHMITT
DOCKET 1547,
PAGE 178

106-07-010
COLLIEN O'NEAL

106-07-001C
JACK L MOSSIER
DOCKET 2155,
PAGE 842

106-07-012A
CAREY ENTERPRISES
DOCKET 2142,
PAGE 246

REBAR STAMPED "PL 28230" ON LINE 1088.88' FROM SOUTH 1/4 CORNER

1/2" REBAR
W1/16 ON LINE
1319.50' FROM
SW SEC. CORNER

S 89°35'39" W 2638.48' (M)
S 89°46'00" W 2638.68' (R)

106-07-033
BRON TRUST
DOCKET 2155,
PAGE 842

NOTE: On April 16, 2003, John Nebrich of the Arizona State Land Department provided the information he used in creating the legal description for the subject property. Although this legal description does not close mathematically, the intent stated by John Nebrich is that the East Right of Way line of the Proposed 4th Street Extension be the boundary line of the subject property (per legal descriptions of Parcel D, Parcel L-1 and Parcel L-2 by Cella Barr Associates and sealed by Bruce F. Small RLS # 12112 on March 9, 1984).

LEGEND

- PARCEL BOUNDARY
- R.O.W. LINE
- 4TH STREET EXTENSION
- FND. REBAR W/ CAP AS SHOWN
- SET. REBAR W/ CAP "LS 27253"
- CALCULATED POINT
- FND. REBAR
- FND. BRASS CAP AS SHOWN
- FND. OPEN PIPE
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION PER APPLICABLE BLM/GLO PLATS
- (R1) RECORD DIMENSION PER STATE LAND DEPARTMENT LEGAL DESCRIPTION

DIMENSIONS AS SHOWN ARE CALCULATED UNLESS LABELED AS SHOWN ABOVE.

FLAGSTAFF ARIZONA

CANYON DEL RIO PRELIMINARY BLOCK PLAT

RECORD SURVEY

JOB NO: 13184
DATE: SEP 18
SCALE: AS SHOWN
DRAWN: SCI
DESIGN: SCI
CHECKED: GEC

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

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

PRELIMINARY

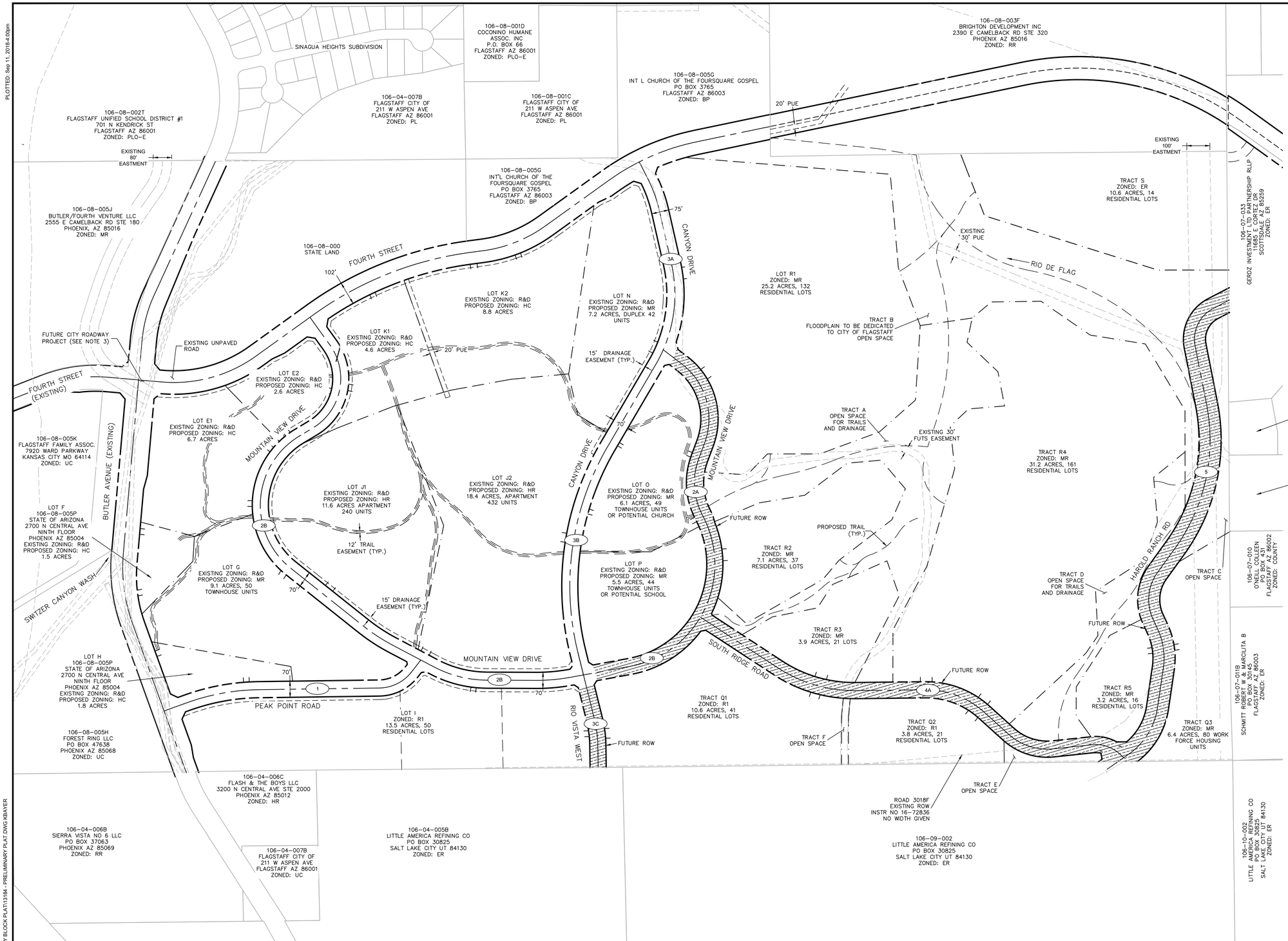
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

DRAWING NO.
RS01

SHT NO. 2 OF 13

FILE: P:\2013\13184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 - RECORD SURVEY.DWG KBAYER

PLOTTED: Sep 11, 2018-4:00pm



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- LOT
- TRACT FOR FUTURE RIGHT-OF-WAY

NOTES:

1. PARCELS AS REPRESENTED HEREON GENERALLY DO NOT EXIST BUT ARE CONSISTENT WITH THE CANYON DEL RIO SPECIFIC PLAN. THEIR DEPICTION IS FOR INFORMATION ONLY. THE INTENT IS TO SUBMIT A PRELIMINARY PLAT, USING A "BLOCK PLAT" APPROACH, FOR THIS AREA IN CONCURRENCE WITH THE REZONING PROCESS.
2. FLOOR AREAS SHOWN ON PARCELS E1/E2, K1/K2, AND L ARE FROM SITE CAPACITY CALCULATIONS. ULTIMATE MAXIMUM FLOOR AREAS MAY BE DIFFERENT BASED ON ACTUAL TYPE OF DEVELOPMENT.
3. IMPROVEMENTS SHOWN TO FOURTH STREET NORTH OF BUTLER, TO BUTLER AVENUE, AND TO FOURTH STREET JUST SOUTH OF THE INTERSECTION WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF ROADWAY PROJECT.

FLAGSTAFF ARIZONA

PRELIMINARY PLAT OVERVIEW

CANYON DEL RIO PRELIMINARY BLOCK PLAT

JOB NO:	13184
DATE:	SEP 18
SCALE:	AS SHOWN
DRAWN:	KMB
DESIGN:	KMB
CHECKED:	SCI/GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swgz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig (not including day of notice)
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

DRAWING NO.
PP01

SHT NO. 3 OF 13

FILE: P:\2013\13184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 - PRELIMINARY PLAT DWG KBAYER

PLOTTED: Sep 11, 2018-4:00pm

NORTH

SCALE 1" : 100'
0 50 100

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- LOT

PRELIMINARY PLAT - LOT INFORMATION (1)

CANYON DEL RIO PRELIMINARY BLOCK PLAT

FLAGSTAFF
ARIZONA

JOB NO:	13184
DATE:	SEP 18
SCALE:	AS SHOWN
DRAWN:	KMB
DESIGN:	KMB
CHECKED:	SCI/CEC

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

SWI
Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days
before you excavate
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

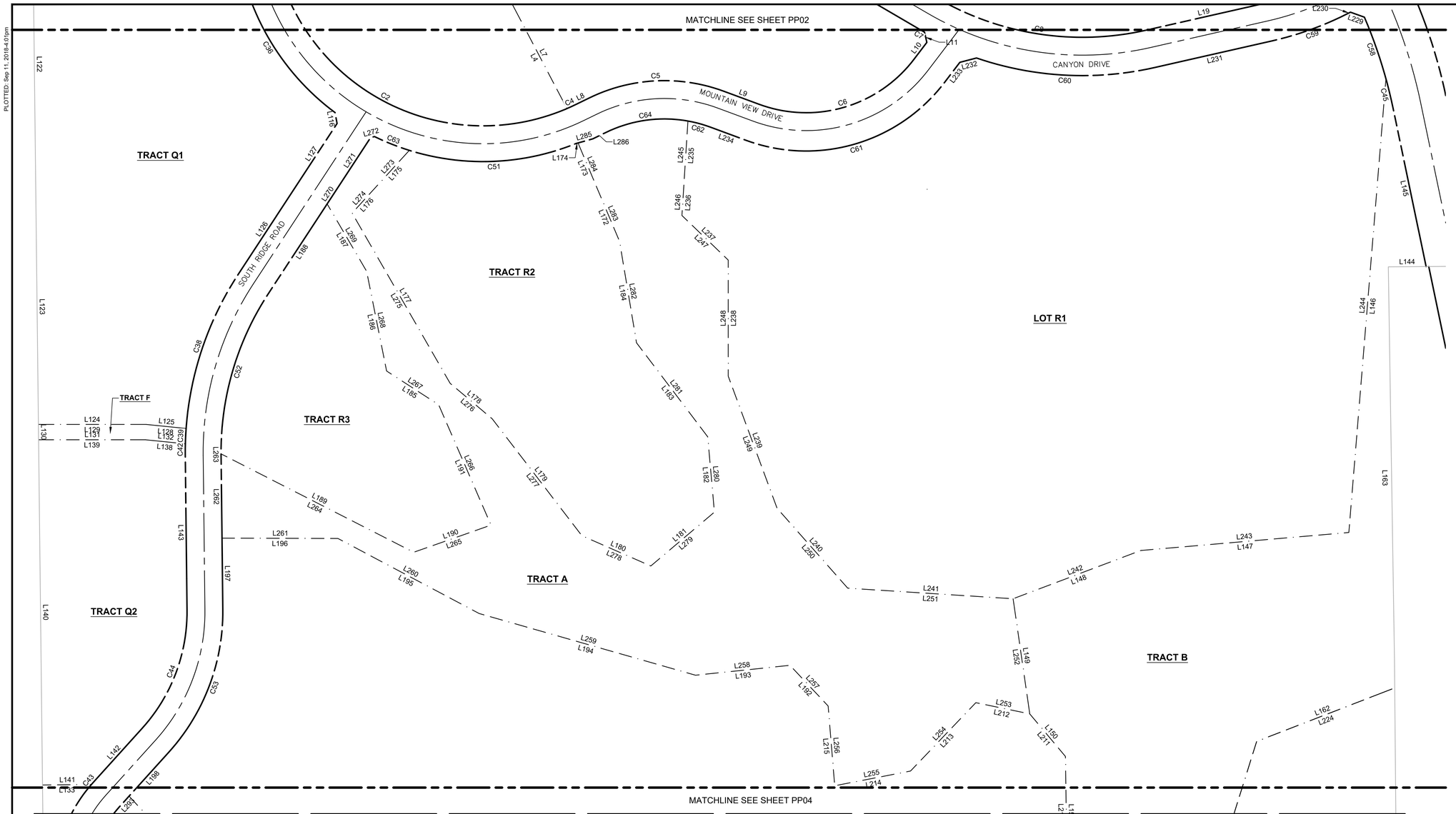
PRELIMINARY

NOT FOR CONSTRUCTION,
BIDDING OR RECORDING

DRAWING NO.
PP02

SHT NO. 4 OF 13

FILE: P:\2013\13184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 - PRELIMINARY PLAT.DWG KBAYER



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	51.85	S 76°05'13" W
L2	21.85	S 32°50'11" W
L3	156.72	S 10°24'48" E
L4	235.74	N 27°38'56" W
L5	306.93	N 0°00'00" E
L6	306.93	S 0°00'00" E
L7	235.74	S 27°38'56" E
L8	28.37	N 63°58'05" E
L9	73.73	S 69°42'00" E
L10	41.69	N 37°18'00" E
L11	20.75	N 12°42'01" W
L12	413.45	N 59°38'25" W
L13	25.38	N 35°43'12" W
L14	739.19	N 81°24'34" W
L16	182.81	S 77°05'44" W
L17	145.60	S 31°29'02" W
L18	363.82	S 59°38'25" E
L19	234.88	N 77°12'34" E
L20	34.47	N 16°41'16" E
L21	30.25	N 35°43'12" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L22	61.00	N 25°19'52" W
L23	54.56	N 7°30'56" W
L24	515.15	S 70°27'06" W
L25	33.37	S 15°41'42" E
L26	262.84	S 10°17'13" E
L27	251.91	S 5°23'53" E
L29	739.19	S 81°24'34" E
L30	223.20	N 35°43'12" W
L31	166.03	N 24°09'02" W
L32	403.99	S 38°32'21" W
L33	106.35	S 27°47'27" W
L34	548.57	S 78°18'38" E
L35	559.98	N 68°59'00" E
L36	18.28	N 15°41'42" W
L37	260.47	N 21°07'29" W
L38	33.37	N 15°41'42" W
L39	208.61	N 15°41'42" W
L40	559.98	S 68°59'00" W
L41	548.57	N 78°18'38" W
L42	96.01	S 27°47'27" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L43	212.65	S 0°14'45" W
L44	5.96	S 10°24'48" E
L45	20.43	S 57°00'20" E
L46	47.69	N 76°05'13" E
L47	49.63	S 59°38'25" E
L48	145.60	N 31°29'02" E
L49	182.81	N 77°05'44" E
L51	251.91	N 5°23'53" W
L52	262.84	N 10°17'13" W
L53	57.30	N 0°47'13" W
L54	466.43	N 0°47'14" W
L55	20.40	N 19°50'47" W
L56	35.36	N 64°50'02" W
L57	118.95	S 70°10'43" W
L58	55.83	S 80°29'50" W
L59	63.93	S 70°10'43" W
L60	17.94	S 0°44'09" E
L61	493.07	S 0°43'47" E
L62	1187.92	S 0°30'41" E
L63	94.89	N 89°16'55" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L64	150.85	N 76°05'12" E
L65	21.85	N 32°50'09" E
L66	10.19	N 10°24'48" W
L67	212.65	N 0°14'45" E
L68	20.81	N 27°47'27" E
L69	20.03	N 9°18'01" W
L70	23.57	N 52°12'33" W
L71	240.62	S 70°10'43" W
L72	35.35	S 25°09'58" W
L73	30.37	S 19°50'47" E
L74	148.67	S 0°47'14" E
L75	64.06	N 82°58'09" E
L76	613.25	N 10°03'15" E
L77	184.00	N 84°58'58" W
L78	318.31	S 45°57'58" E
L79	108.30	S 86°29'57" E
L80	241.30	N 14°57'51" E
L81	108.30	N 86°29'57" W
L82	318.31	N 45°57'58" W
L83	91.89	S 70°10'43" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L84	613.25	S 10°03'15" W
L85	64.06	S 82°58'09" W
L86	317.76	S 0°47'14" E
L87	57.30	S 0°47'13" E
L88	14.56	S 52°12'33" E
L89	11.56	N 77°22'10" E
L90	88.17	N 27°47'25" E
L91	403.99	N 38°32'21" E
L92	270.91	N 21°05'13" W
L93	338.16	S 45°54'39" W
L94	73.15	S 30°53'21" E
L95	61.28	N 54°15'21" E
L96	35.36	N 9°15'20" E
L97	119.36	N 35°44'39" W
L98	61.00	N 25°21'19" W
L99	48.89	N 35°44'39" W
L100	1.94	N 4°59'59" E
L101	35.36	N 39°59'30" W
L102	334.23	N 84°58'58" W
L103	61.00	N 74°35'38" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L104	143.39	N 84°58'58" W
L105	241.30	S 14°57'51" W
L106	270.91	S 21°05'13" E
L107	338.16	N 45°54'39" E
L108	166.03	S 24°09'02" E
L109	260.47	S 21°07'29" E
L110	18.28	S 15°41'42" E
L111	208.61	S 15°41'42" E
L112	515.15	N 70°27'06" E
L113	35.05	N 80°14'05" W
L114	72.22	S 54°15'21" W
L115	73.11	N 30°53'56" W
L116	21.70	N 10°31'17" W
L117	152.44	N 10°24'48" W
L118	20.56	N 57°09'48" W
L119	146.57	S 76°05'12" W
L120	95.24	S 89°16'55" W
L121	71.09	S 0°43'05" E
L122	949.76	S 0°38'39" E
L123	949.76	S 0°38'39" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L124	210.64	N 90°00'00" E
L125	78.58	S 84°11'48" E
L126	352.63	N 33°12'59" E
L127	352.63	N 33°12'59" E
L128	78.58	N 84°11'48" W
L129	210.64	N 90°00'00" W
L130	30.00	S 0°38'39" E
L131	208.79	N 90°00'00" E
L132	78.64	S 84°11'46" E
L133	95.67	S 89°21'21" W
L134	407.87	S 0°38'39" E
L135	19.97	S 34°51'56" E
L136	27.43	N 79°25'32" E
L137	169.86	N 6°01'38" W
L138	78.64	N 84°11'46" W
L139	208.79	N 90°00'00" W
L140	675.92	S 0°38'39" E
L141	95.67	N 89°21'21" E
L142	144.14	N 42°05'05" E
L143	301.63	N 0°38'38" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L144	73.96	N 89°36'21" E
L145	316.47	N 11°46'58" W
L146	891.22	S 4°40'07" W
L147	408.49	S 85°02'47" W
L148	267.03	S 69°17'23" W
L149	227.75	S 8°13'31" E
L150	108.60	S 39°56'55" E
L151	215.74	S 0°50'19" E
L152	258.85	S 34°33'12" W
L153	242.16	S 9°09'55" W
L154	334.93	S 59°07'54" W
L155	181.29	S 89°53'54" W
L156	243.63	S 89°53'54" W
L157	260.17	N 78°54'46" E
L158	104.64	S 27°31'56" E
L159	76.49	N 89°35'39" E
L160	309.75	N 0°00'00" E
L161	787.43	N 17°23'40" E
L162	283.83	N 68°48'24" E
L163	826.41	N 0°29'29" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L164	91.94	N 54°06'54" W
L165	50.05	S 65°18'19" W
L166	172.77	N 81°37'12" W
L167	412.86	S 0°38'39" E
L168	259.42	N 88°12'25" E
L169	405.99	N 89°34'45" E
L170	329.78	N 89°34'42" E
L171	257.30	N 31°12'49" W
L172	209.08	N 22°51'05" W
L173	209.08	N 22°51'05" W
L174	3.86	S 74°23'50" W
L175	166.07	S 42°19'17" W
L176	166.07	S 42°19'17" W
L177	384.41	S 29°54'31" E
L178	107.75	S 49°50'02" E
L179	288.40	S 37°28'07" E
L180	147.19	S 66°18'32" E
L181	163.04	N 49°43'27" E
L182	148.10	N 5°04'30" W
L183	230.78	N 37°07'18" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L184	201.23	N 9°29'25" W
L185	121.37	N 57°02'36" W
L186	199.11	N 11°18'56" W
L187	152.77	N 30°21'56" W
L188	210.26	S 33°12'59" W
L189	423.14	S 62°55'30" E
L190	160.33	N 70°37'40" E
L191	256.93	N 23°29'13" W
L192	109.09	N 43°10'01" W
L193	185.82	S 84°01'17" W
L194	440.03	N 74°04'12" W
L195	312.88	N 61°59'35" W
L196	226.83	N 89°49'46" W
L197	139.12	S 0°38'38" E
L198	115.89	S 42°05'05" W
L199	452.15	S 42°44'05" E
L200	92.90	S 55°35'54" E
L201	192.97	N 86°57'42" E
L202	250.71	S 32°52'17" E
L203	175.12	S 70°41'34" E

CANYON DEL RIO PRELIMINARY BLOCK PLAT
FLAGSTAFF ARIZONA

PRELIMINARY PLAT - LOT INFORMATION (2)

JOB NO: 13184
DATE: SEP 18
SCALE: AS SHOWN
DRAWN: KMB
DESIGN: KMB
CHECKED: SCI/GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

Shephard Wesnitzer, Inc.

Call at least two full working days before you dig, it's the law!
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

PRELIMINARY

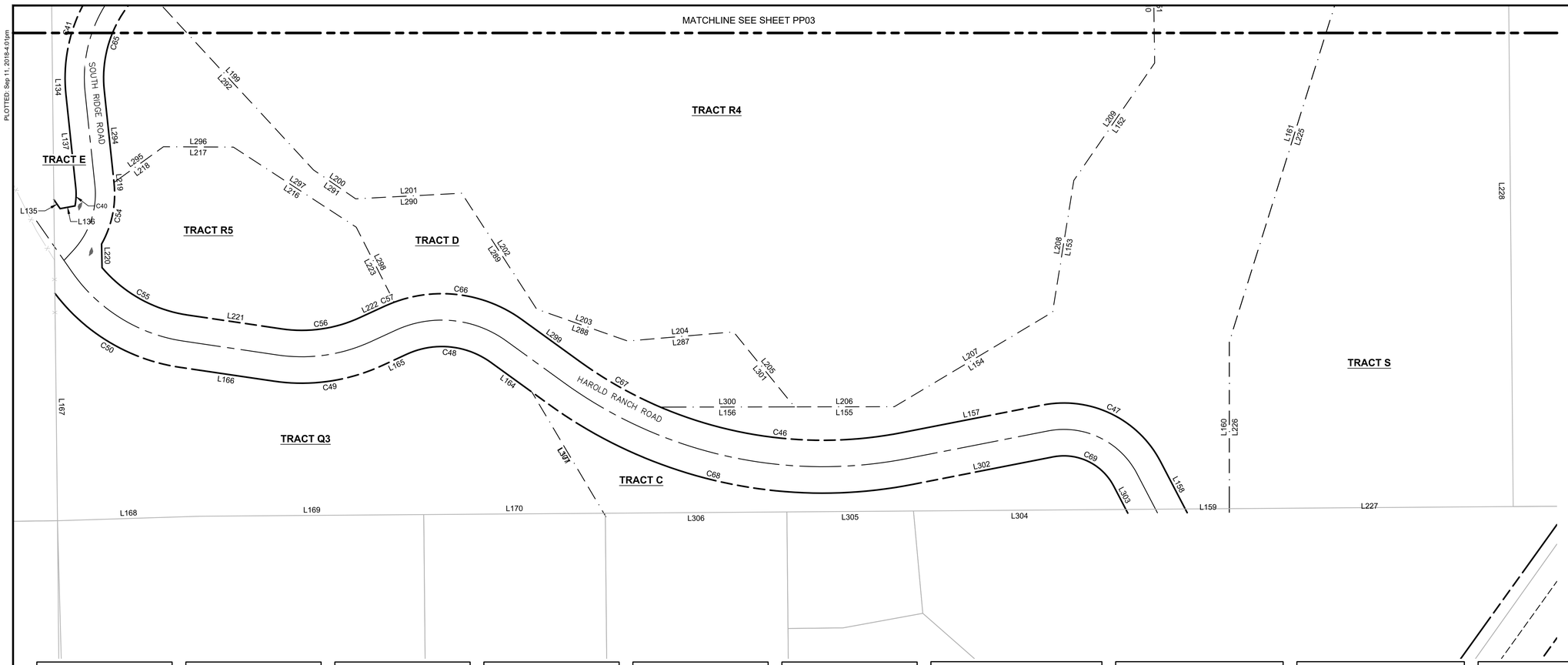
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

DRAWING NO. PP03

SHT NO. 5 OF 13

PLOTTED: Sep 11, 2018-4:01pm

FILE: P:\2013\13184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 - PRELIMINARY PLAT.DWG KBANTER



SCALE 1" : 100'
0 50 100

HARON

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- LOT

LINE TABLE		
LINE #	LENGTH	DIRECTION
L204	193.03	N 85°04'16" E
L205	175.48	S 39°07'26" E
L206	181.29	N 89°53'54" E
L207	334.93	N 59°07'54" E
L208	242.16	N 9°09'55" E
L209	258.85	N 34°33'12" E
L210	215.74	N 0°50'19" W
L211	108.60	N 39°56'55" W
L212	107.79	N 78°13'35" W
L213	185.07	S 43°39'28" W
L214	151.05	S 79°01'03" W
L215	156.70	N 4°42'10" W
L216	266.36	N 56°54'32" W
L217	127.09	N 89°42'30" W
L218	110.79	S 54°08'58" W
L219	1.67	S 6°01'38" E
L220	42.87	S 1°05'42" E
L221	172.77	S 81°37'12" E
L222	50.05	N 65°18'19" E
L223	152.70	N 26°50'25" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L224	283.83	S 68°48'24" W
L225	787.43	S 17°23'40" W
L226	309.75	S 0°00'00" E
L227	510.00	N 89°35'39" E
L228	1160.21	N 0°29'29" W
L229	28.95	N 70°14'20" W
L230	7.11	S 63°09'23" W
L231	234.88	S 77°12'34" W
L232	33.60	S 75°25'02" W
L233	49.88	S 37°18'00" W
L234	73.73	N 69°42'00" W
L235	185.25	S 3°38'16" W
L236	185.25	S 3°38'16" W
L237	125.84	S 46°03'19" E
L238	227.20	S 0°00'00" E
L239	275.61	S 20°16'41" E
L240	208.79	S 41°26'46" E
L241	324.17	S 86°20'19" E
L242	267.03	N 69°17'23" E
L243	408.49	N 85°02'47" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L244	891.22	N 4°40'07" E
L245	185.25	S 3°38'16" W
L246	185.25	S 3°38'16" W
L247	125.84	S 46°03'19" E
L248	227.20	S 0°00'00" E
L249	275.61	S 20°16'41" E
L250	208.79	S 41°26'46" E
L251	324.17	S 86°20'19" E
L252	227.75	S 8°13'31" E
L253	107.79	N 78°13'35" W
L254	185.07	S 43°39'28" W
L255	151.05	S 79°01'03" W
L256	156.70	N 4°42'10" W
L257	109.09	N 43°10'01" W
L258	185.82	S 84°01'17" W
L259	440.03	N 74°04'12" W
L260	312.88	N 61°59'35" W
L261	226.83	N 89°49'46" W
L262	162.45	N 0°38'38" W
L263	2.45	N 0°31'12" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L264	423.14	S 62°55'30" E
L265	160.33	N 70°37'40" E
L266	256.93	N 23°29'13" W
L267	121.37	N 57°02'36" W
L268	199.11	N 11°18'56" W
L269	152.77	N 30°21'56" W
L270	155.17	N 33°12'59" E
L271	155.17	N 33°12'59" E
L272	7.79	N 74°28'09" E
L273	166.07	S 42°19'17" W
L274	166.07	S 42°19'17" W
L275	384.41	S 29°54'31" E
L276	107.75	S 49°50'02" E
L277	288.40	S 37°28'07" E
L278	147.19	S 66°18'32" E
L279	163.04	N 49°43'27" E
L280	148.10	N 5°04'30" W
L281	230.78	N 37°07'18" W
L282	201.23	N 9°29'25" W
L283	209.08	N 22°51'05" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L284	209.08	N 22°51'05" W
L285	30.24	N 74°23'50" E
L286	28.55	N 63°58'05" E
L287	193.03	S 85°04'16" W
L288	175.12	N 70°41'34" W
L289	250.71	N 32°52'17" W
L290	192.97	S 86°57'42" W
L291	92.90	N 55°35'54" W
L292	452.15	N 42°44'05" W
L293	28.25	S 42°05'05" W
L294	168.19	S 6°01'38" E
L295	110.79	N 54°08'58" E
L296	127.09	S 89°42'30" E
L297	266.36	S 56°54'32" E
L298	152.70	S 26°50'25" E
L299	130.47	S 54°06'54" E
L300	243.63	N 89°53'54" E
L301	175.48	N 39°07'26" W
L302	260.17	N 78°54'46" E
L303	47.89	S 27°31'56" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L304	385.81	S 89°34'37" W
L305	229.97	S 89°34'49" W
L306	329.78	S 89°34'45" W
L307	257.30	N 31°12'49" W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	432.20	1165.00	21°15'21"
C2	745.16	415.00	102°52'43"
C3	468.00	1165.00	23°01'00"
C4	19.85	415.00	2°44'24"
C5	270.90	335.00	46°19'55"
C6	337.63	265.00	73°00'00"
C7	13.92	635.00	1°15'21"
C8	425.51	565.00	43°09'00"
C9	134.89	565.00	13°40'46"
C10	85.28	938.00	5°12'33"
C11	303.04	1442.97	12°01'58"
C12	320.46	651.00	28°12'16"
C13	601.18	315.00	109°21'00"
C14	144.12	765.00	10°47'38"
C15	223.55	465.00	27°32'42"
C16	142.32	765.00	10°39'33"
C17	954.29	1235.00	44°16'21"
C18	304.37	915.00	19°03'33"
C19	107.09	465.00	13°11'43"
C20	155.34	835.00	10°39'33"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C21	257.20	535.00	27°32'42"
C22	193.86	216.00	51°25'20"
C23	327.66	985.00	19°03'33"
C24	218.26	586.50	21°19'20"
C25	36.00	586.50	3°30'59"
C26	131.03	146.00	51°25'20"
C27	156.65	835.00	10°44'56"
C28	307.46	385.00	45°45'22"
C29	186.08	660.01	16°09'15"
C30	81.94	385.00	12°11'38"
C31	355.94	215.00	94°51'18"
C32	346.83	385.00	51°36'56"
C33	283.26	660.01	24°35'23"
C34	369.95	1442.97	14°41'22"
C35	471.83	285.00	94°51'18"
C36	363.37	485.00	42°55'36"
C37	123.21	535.00	13°11'43"
C38	322.25	635.00	29°04'34"
C39	30.05	635.00	2°42'39"
C40	33.64	115.00	16°45'35"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C41	235.19	285.00	47°16'55"
C42	22.98	635.00	2°04'23"
C43	4.13	285.00	0°49'48"
C44	254.07	340.00	42°48'55"
C45	59.61	945.00	3°36'50"
C46	448.55	752.00	34°10'32"
C47	254.19	198.00	73°33'18"
C48	160.71	152.00	60°34'47"
C49	200.89	348.00	33°04'28"
C50	270.26	348.00	44°29'45"
C51	333.13	485.00	39°21'18"
C52	331.46	565.00	33°36'44"
C53	306.32	410.00	42°48'27"
C54	114.24	185.00	35°22'48"
C55	181.33	252.00	41°13'38"
C56	145.47	252.00	33°04'28"
C57	18.54	248.00	4°16'58"
C58	127.71	945.00	7°44'36"
C59	156.98	640.00	14°03'12"
C60	353.84	640.00	31°40'37"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C61	433.19	340.00	73°00'00"
C62	45.80	260.00	10°05'36"
C63	73.48	485.00	8°40'48"
C64	164.45	260.00	36°14'19"
C65	180.54	215.00	48°06'43"
C66	243.68	248.00	56°17'49"
C67	167.96	752.00	12°47'49"
C68	733.86	852.55	49°19'09"
C69	130.95	102.00	73°33'18"

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

PRELIMINARY PLAT - LOT INFORMATION (3)

CANYON DEL RIO PRELIMINARY BLOCK PLAT

FLAGSTAFF ARIZONA

JOB NO: 13184
DATE: SEP 18
SCALE: AS SHOWN
DRAWN: KMB
DESIGN: KMB
CHECKED: SCI/GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

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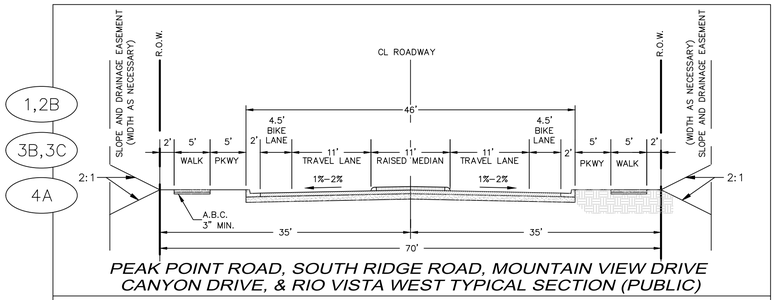
DRAWING NO.
PP04

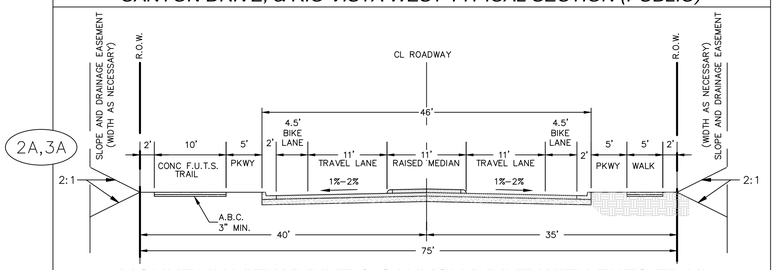
SHT NO. 6 OF 13

PLOTTED: Sep 11, 2018-4:01pm

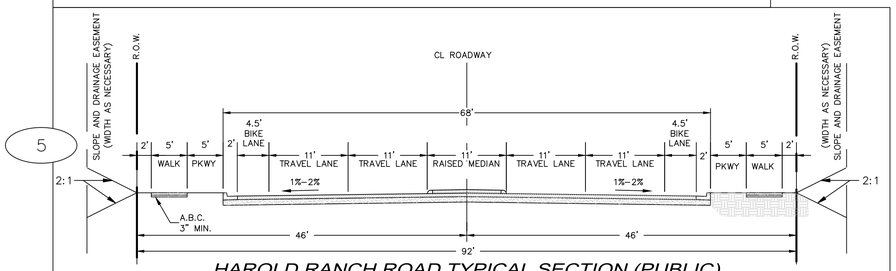
FILE: P:\2013\13184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 - PRELIMINARY PLAT.DWG KBANTER



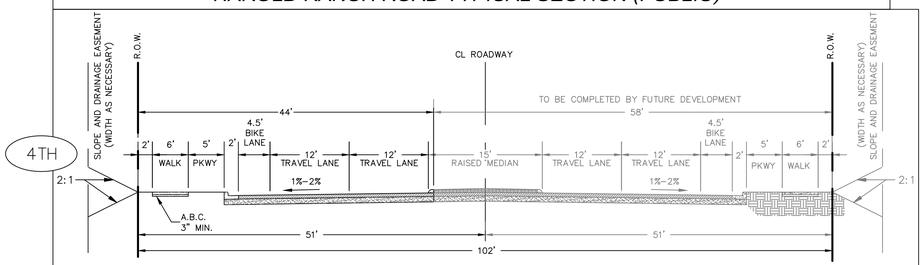
PEAK POINT ROAD, SOUTH RIDGE ROAD, MOUNTAIN VIEW DRIVE CANYON DRIVE, & RIO VISTA WEST TYPICAL SECTION (PUBLIC)



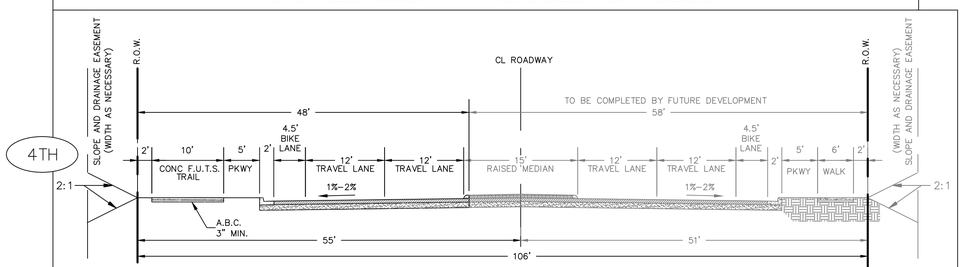
MOUNTAIN VIEW DRIVE & CANYON DRIVE WITH FUTS TRAIL TYPICAL SECTION (PUBLIC)



HAROLD RANCH ROAD TYPICAL SECTION (PUBLIC)



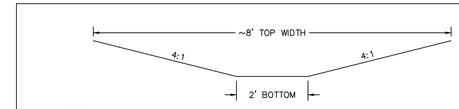
4th STREET SOUTH TYPICAL SECTION PUBLIC



4th STREET SOUTH (SOUTH OF CANYON DRIVE) WITH FUTS TRAIL TYPICAL SECTION (PUBLIC)

SWI RECOMMENDED ROAD DESIGNATIONS FOR EACH ROAD SEGMENT

MINOR COLLECTOR MODIFIED, RAISED LANDSCAPE ISLAND INSTEAD OF SHARED TURN LANE (70' ROW):
ROADS 1, 2B, 3B, 3C, 4A
MINOR COLLECTOR MODIFIED, WALKWAY INCREASED ONE SIDE TO 10' TO ACCOMODATE FUTS (75' ROW):
ROADS 2A, 3A
MINOR COLLECTOR MODIFIED, 4 THRU LANES (96' ROW):
ROAD 5
RESIDENTIAL LOCAL (57' ROW):
RESIDENTIAL ROADS WITHIN PARCELS 1 AND Q1. (MAX. AVG. DAILY TRAFFIC 250 VEHICLES)
ARTERIAL MINOR (98'–102' ROW):
4TH STREET, BUTLER AVENUE



NOTES:
1. THE ROADSIDE DITCHES FOR THIS PROJECT WILL BE FURTHER DESIGNED DURING FINAL DESIGN.
2. FOR THE PRELIMINARY PLAT, THE WORSE CASE (Q=15 cfs @ 3% CHANNEL SLOPE) WAS USED TO PROVIDE AN APPROXIMATE DITCH SIZE IN ORDER TO ALSO PROVIDE APPROPRIATE DRAINAGE EASEMENTS.

ROADSIDE DITCH TYPICAL SECTION (PUBLIC)

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

TYPICAL ROADWAY CROSS SECTIONS

CANYON DEL RIO PRELIMINARY BLOCK PLAT — FLAGSTAFF ARIZONA

JOB NO:	13184
DATE:	SEP 18
SCALE:	AS SHOWN
DRAWN:	KMB
DESIGN:	KMB
CHECKED:	SCI/GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

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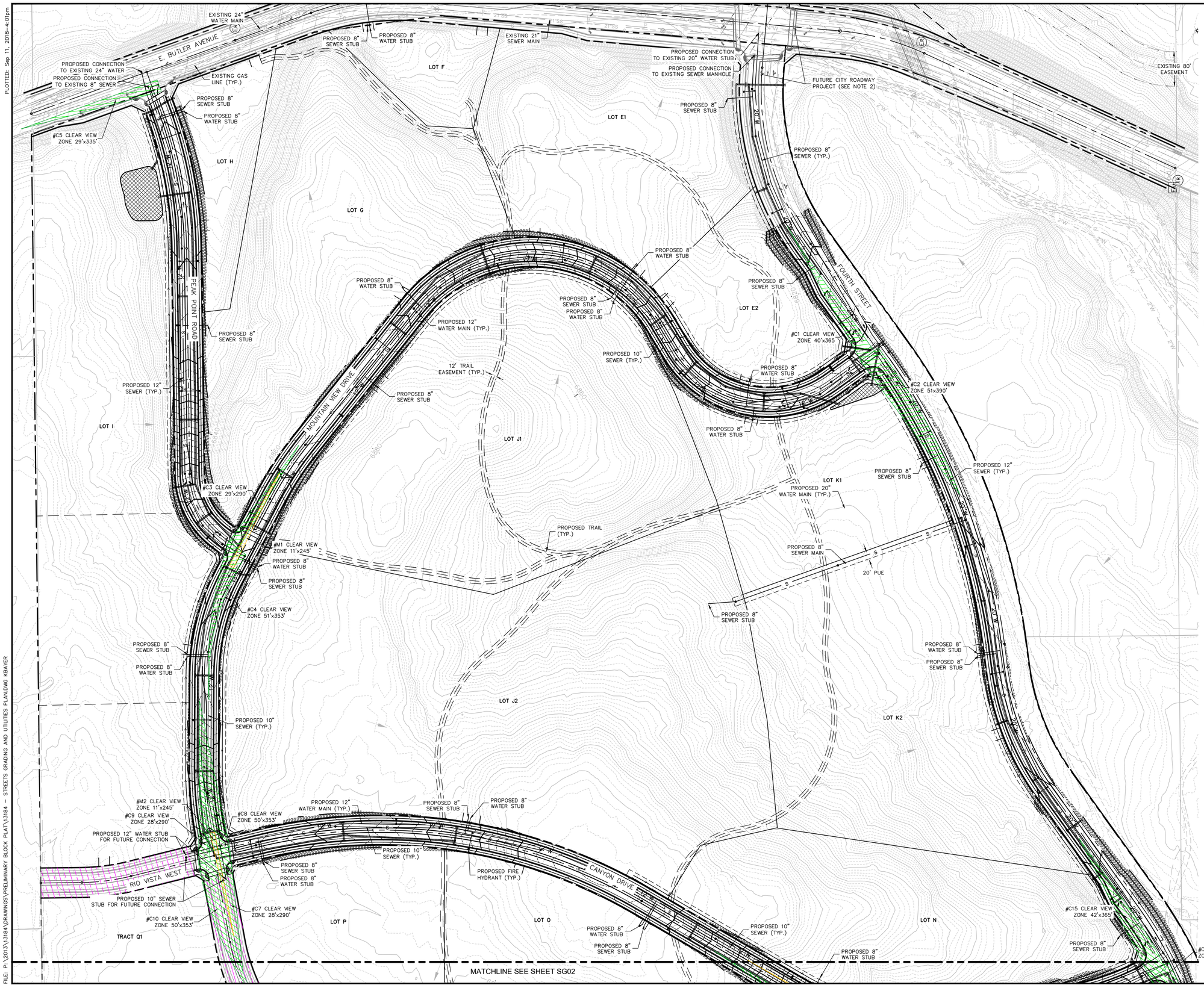
DRAWING NO.
XS01

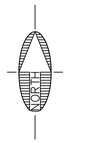
SHT NO. 7 OF 13

PLOTTED: Sep 11, 2018–4:01pm

FILE: P:\2013\13184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 – TYPICAL ROADWAY CROSS SECTIONS.DWG KBAYER

PLOTTED: Sep 11, 2018 - 4:01pm





LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- LOT
- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- TRACT FOR FUTURE RIGHT-OF-WAY
- CLEAR VIEW ZONE FOR TURNS FROM MINOR ROADS
- CLEAR VIEW ZONE FOR LEFT TURN FROM MAJOR ROAD

NOTES:
1. THE FINAL SIZING OF THE WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER SEWER IMPACT ANALYSIS AS PREPARED BY CITY OF FLAGSTAFF.
2. IMPROVEMENTS SHOWN TO FOURTH STREET NORTH OF BUTLER, TO BUTLER AVENUE, AND TO FOURTH STREET JUST SOUTH OF THE INTERSECTION WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF ROADWAY PROJECT.

FLAGSTAFF ARIZONA

CANYON DEL RIO PRELIMINARY BLOCK PLAT

STREETS, GRADING & UTILITIES PLAN (1)

JOB NO:	13184
DATE:	SEP 18
SCALE:	AS SHOWN
DRAWN:	KMB
DESIGN:	KMB
CHECKED:	SCI/GEC

75 Kaitlof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

DRAWING NO. SG01

SHT NO. 8 OF 13

FILE: P:\2013\13184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 - STREETS GRADING AND UTILITIES PLAN.DWG KBAYER

PLOTTED: Sep 11, 2018–4:01pm

MATCHLINE SEE SHEET SG01

LOT P

LOT O

#M3 CLEAR VIEW ZONE 11'x245'

#C13 CLEAR VIEW ZONE 28'x290'

#C14 CLEAR VIEW ZONE 51'x353'

PROPOSED 12" WATER STUB FOR FUTURE CONNECTION

CANYON DRIVE

PROPOSED 8" WATER STUB

PROPOSED 8" SEWER STUB

PROPOSED 10" SEWER STUB FOR FUTURE CONNECTION

#C11 CLEAR VIEW ZONE 26'x290'

#C12 CLEAR VIEW ZONE 49'x353'

MOUNTAIN VIEW DRIVE

SCALE 1" : 100'
0 50 100

SOUTH RIDGE ROAD

TRACT Q1

TRACT R2

LOT R1

PROPOSED 20" WATER STUB FOR FUTURE CONNECTION WATER MAIN CONNECTION FROM J.W. POWELL

20' PUE

PROPOSED CONNECTION TO EXISTING 42" SEWER

TRACT R3

TRACT F

TRACT Q2

TRACT A

PROPOSED TRAIL (TYP.)

TRACT B

EXISTING 30' PUE

EXISTING 12" RECLAIMED WATER (TYP.)

EXISTING 42" SEWER MAIN (TYP.)

RIO DE FLAG

TRACT R4

TRACT S

MATCHLINE SEE SHEET SG03

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT–OF–WAY
- LOT
- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- TRACT FOR FUTURE RIGHT–OF–WAY
- CLEAR VIEW ZONE FOR TURNS FROM MINOR ROADS
- CLEAR VIEW ZONE FOR LEFT TURN FROM MAJOR ROAD

NOTES:
1. THE FINAL SIZING OF THE WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER SEWER IMPACT ANALYSIS AS PREPARED BY CITY OF FLAGSTAFF.
2. IMPROVEMENTS SHOWN TO FOURTH STREET NORTH OF BUTLER, TO BUTLER AVENUE, AND TO FOURTH STREET JUST SOUTH OF THE INTERSECTION WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF ROADWAY PROJECT.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FILE: P:\2013\3184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 – STREETS GRADING AND UTILITIES PLAN.DWG KBAYER

FLAGSTAFF ARIZONA

CANYON DEL RIO PRELIMINARY BLOCK PLAT

STREETS, GRADING & UTILITIES PLAN (2)

JOB NO:	13184
DATE:	SEP 18
SCALE:	AS SHOWN
DRAWN:	KMB
DESIGN:	KMB
CHECKED:	SCI/CEC

75 Kaitlof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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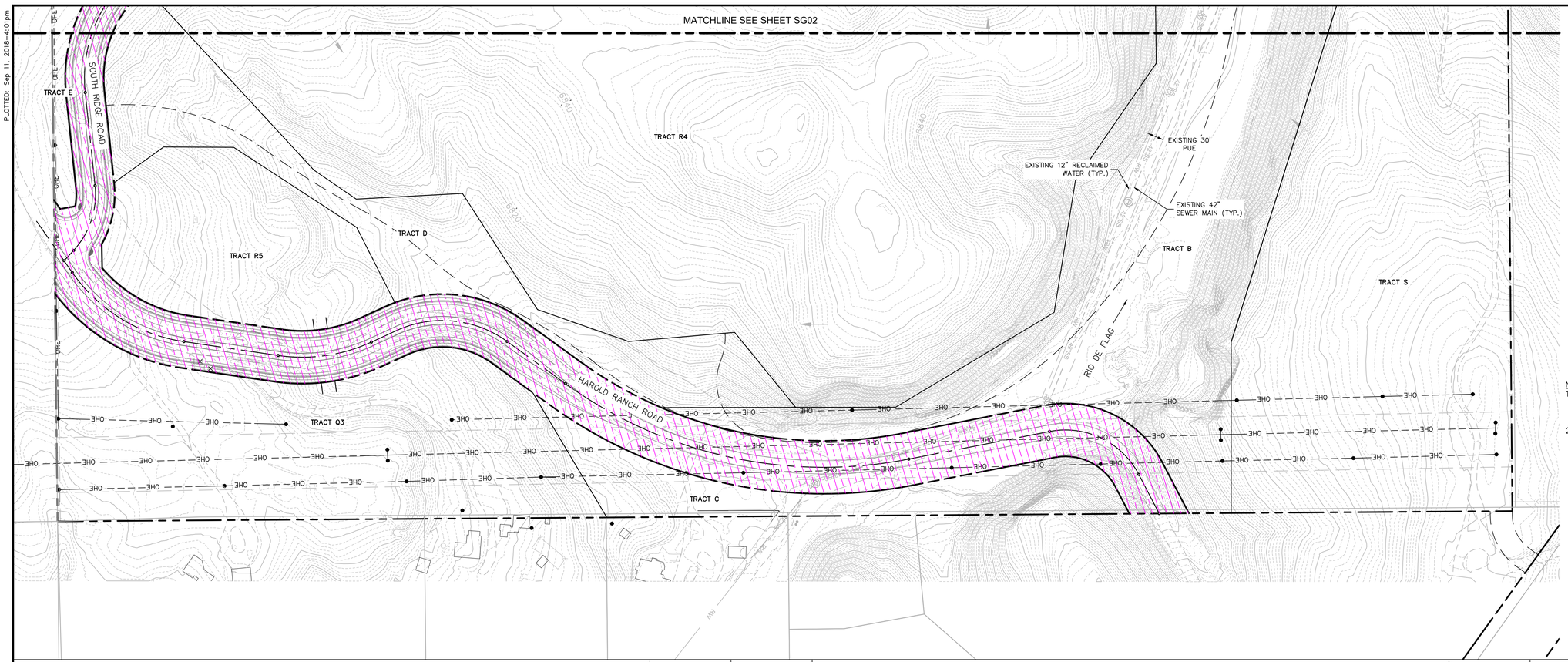
DRAWING NO.
SG02

SHT NO.	OF
9	13



NOTES:
1. THE FINAL SIZING OF THE WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER SEWER IMPACT ANALYSIS AS PREPARED BY CITY OF FLAGSTAFF.
2. IMPROVEMENTS SHOWN TO FOURTH STREET NORTH OF BUTLER, TO BUTLER AVENUE, AND TO FOURTH STREET JUST SOUTH OF THE INTERSECTION WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF ROADWAY PROJECT.

MINOR ROAD CLEAR VIEW ZONE CALCULATIONS

ID #	MINOR ROAD (STOP CONTROL)	MAJOR ROAD	MANEUVER DIRECTION	MAJOR ROAD DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES4	TIME GAP tg(adjusted)2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
C1*	Mountain View Drive	4th Street	Right	35	6.5	Yes	Yes	2	7	365	250
C2	Mountain View Drive	4th Street	Left	35	7.5	Yes	No	2	7.5	390	250
C3	Peak Point Road	Mountain View Drive	Right	30	6.5	Yes	No	1	6.5	290	200
C4	Peak Point Road	Mountain View Drive	Left	30	7.5	Yes	Yes	3	8.0	353	200
C5	Peak Point Road	E. Butler Avenue	Right	35	6.5	Yes	No	1	6.5	335	250
C7	Canyon Drive	Mountain View Drive	Right	30	6.5	Yes	No	1	6.5	290	200
C8	Canyon Drive	Mountain View Drive	Left	30	7.5	Yes	Yes	3	8.0	353	200
C9	Rio Vista West	Mountain View Drive	Right	30	6.5	Yes	No	1	6.5	290	200
C10	Rio Vista West	Mountain View Drive	Left	30	7.5	Yes	Yes	3	8.0	353	200
C11	South Ridge Road	Mountain View Drive	Right	30	6.5	Yes	No	1	6.5	290	200
C12	South Ridge Road	Mountain View Drive	Left	30	7.5	Yes	Yes	3	8.0	353	200
C13	Mountain View Drive	Canyon Drive	Right	30	6.5	Yes	No	1	6.5	290	200
C14	Mountain View Drive	Canyon Drive	Left	30	7.5	Yes	Yes	3	8.0	353	200
C15	Canyon Drive	4th Street	Right	35	6.5	Yes	Yes	2	7.0	365	250
C16*	Canyon Drive	4th Street	Left	35	7.5	Yes	No	2	7.5	390	250

Notes:

(1)	The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
(2)	The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57. The first lane crossed does not warrant an adjustment to the time gap.
(3)	The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1: ISD=1.47*VMAJOR*tg
(4)	The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed. For left turns onto roadways with more than two lanes, consult AASHTO Geometric Design of Highways and Streets for additional time gap information.

* Clear View Zones #D1 and #D16 do not encroach into the adjacent properties at full build-out of 4th Street and are shown for reference only for the interim condition.

MAJOR ROAD CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR ROAD	MINOR ROAD (STOP CONTROL)	MANEUVER DIRECTION	MAJOR ROAD DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	Grade ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES4	TIME GAP tg(adjusted)2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
M1	Mountain View Drive	Peak Point Road	Left	30	5.5	Yes	No	1	5.5	245	200
M2	Mountain View Drive	Canyon Drive	Left	30	5.5	Yes	No	1	5.5	245	200
M3	Canyon Drive	Mountain View Drive	Left	30	5.5	Yes	No	1	5.5	245	200

Notes:

(1)	The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
(2)	The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-66 and 9-67. The first lane crossed does not warrant an adjustment to the time gap.
(3)	The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1: ISD=1.47*VMAJOR*tg
(4)	The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

CANYON DEL RIO PRELIMINARY BLOCK PLAT

STREETS, GRADING & UTILITIES PLAN (3)

JOB NO:	13184
DATE:	SEP 18
SCALE:	AS SHOWN
DRAWN:	KMB
DESIGN:	KMB
CHECKED:	SCI/GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

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75 Kaitlof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swinz.com

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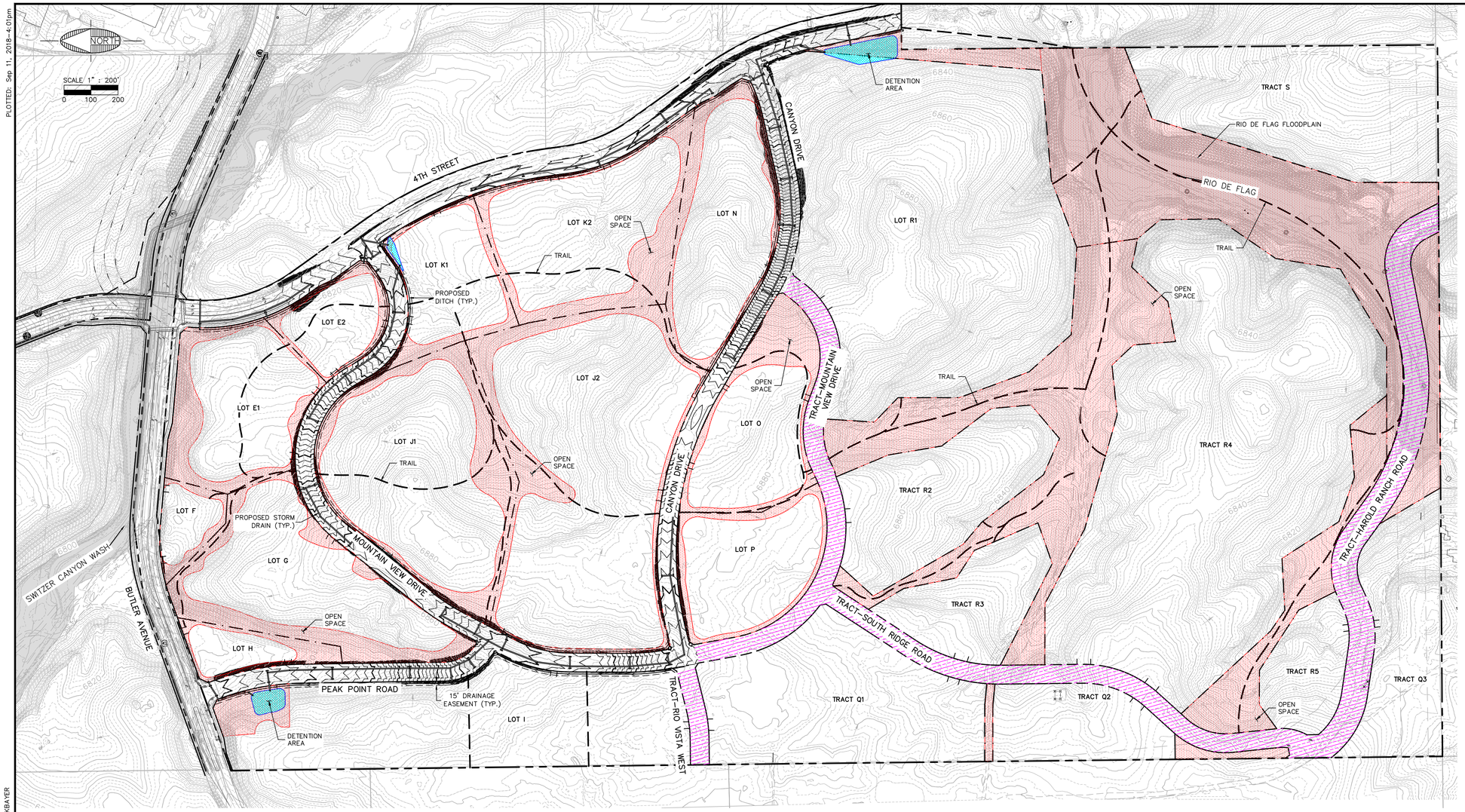
DRAWING NO. SG03

SHT NO. 10 OF 13

PLOTTED: Sep 11, 2018–4:01pm

FILE: P:\2013\3184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 – STREETS GRADING AND UTILITIES PLAN.DWG KBAYER



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- LOT
- PROPOSED TRAIL
- PROPOSED STORM DRAIN
- PROPOSED DETENTION BASIN
- PROPOSED OPEN SPACE
- 100-YEAR FLOODPLAIN
- TRACT FOR FUTURE RIGHT-OF-WAY

NOTES:
1. REFER TO THE "PRELIMINARY BLOCK PLAT DRAINAGE REPORT FOR CANYON DEL RIO", DATED SEPTEMBER 10, 2018, FOR MORE INFORMATION REGARDING THE PRELIMINARY DRAINAGE DESIGN FOR THIS INTERIM CONDITION.

OPEN SPACE INFORMATION	
Parcel	Open Space (Acres)
E-1	1.90
E-2	0.64
F	0.38
G	2.65
H	0.68
I	0.91
J-1	2.82
J-2	2.81
K-1	0.95
K-2	2.43
N	1.45
O	1.92
P	1.00
Q-1	0
Q-2	0
Q-3	0
R-1 thru 5	0
S	0
Tract A	11.60
Tract B	15.51
Tract C	1.75
Tract D	3.60
Tract E	0.37
Tract F	0.20
Total Open Space	53.57

PEAK HYDROGRAPH VOLUMES/DETENTION VOLUMES			
BASIN ID	HYDROGRAPH VOLUME (ACRE-FT)		DETENTION VOLUME REQUIRED (ACRE-FT)
	PRE	POST	
A	0.77	1.23	0.45
C	0.13	0.23	0.10
E	0.16	0.28	0.12
F	0.49	0.62	0.13
G	0.27	0.39	0.12
H	0.61	1.34	0.74

IMPERVIOUS AREA & LID ANALYSIS							
						LID REQUIRED DEPTH (FT)	
						0.1250	
BASIN ID	PRE-DEVELOPED BASIN AREA (SF)	POST-DEVELOPED BASIN AREA (SF)	PRE-DEVELOPED BASIN IMPERVIOUS AREA FOR LID (SF)	POST-DEVELOPED BASIN IMPERVIOUS AREA FOR LID (SF)	NET IMPERVIOUS AREA (SF)	REQUIRED LID VOLUME (CF)	PROVIDED POND VOLUME (CF)
A	193,056	180,155	0	128,374	128,374	16,047	29,169
C	32,278	32,940	0	22,459	22,459	2,807	
E	39,906	38,480	0	31,699	31,699	3,962	
F	118,030	91,276	4,974	63,571	58,597	7,325	7,338
G	67,314	56,126	317	40,724	40,407	5,051	
H	140,205	191,812	11,085	137,455	126,370	15,796	54,801
TOTAL	590,789	590,789	16,376	424,282	407,906	50,988	91,308

Notes:
1) Gross required 1-1/2" LID volume is for impervious area including proposed streets and sidewalks.
2) Pond A will include storage for Basins A, C and E. Pond H will include storage for Basins F, G and H.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

CANYON DEL RIO PRELIMINARY BLOCK PLAT

DRAINAGE & OPEN SPACE PLAN

JOB NO: 13184
DATE: SEP 18
SCALE: AS SHOWN
DRAWN: KMB
DESIGN: KMB
CHECKED: SCI/DEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.SWGZ.com
Shephard Wesnitzer, Inc.

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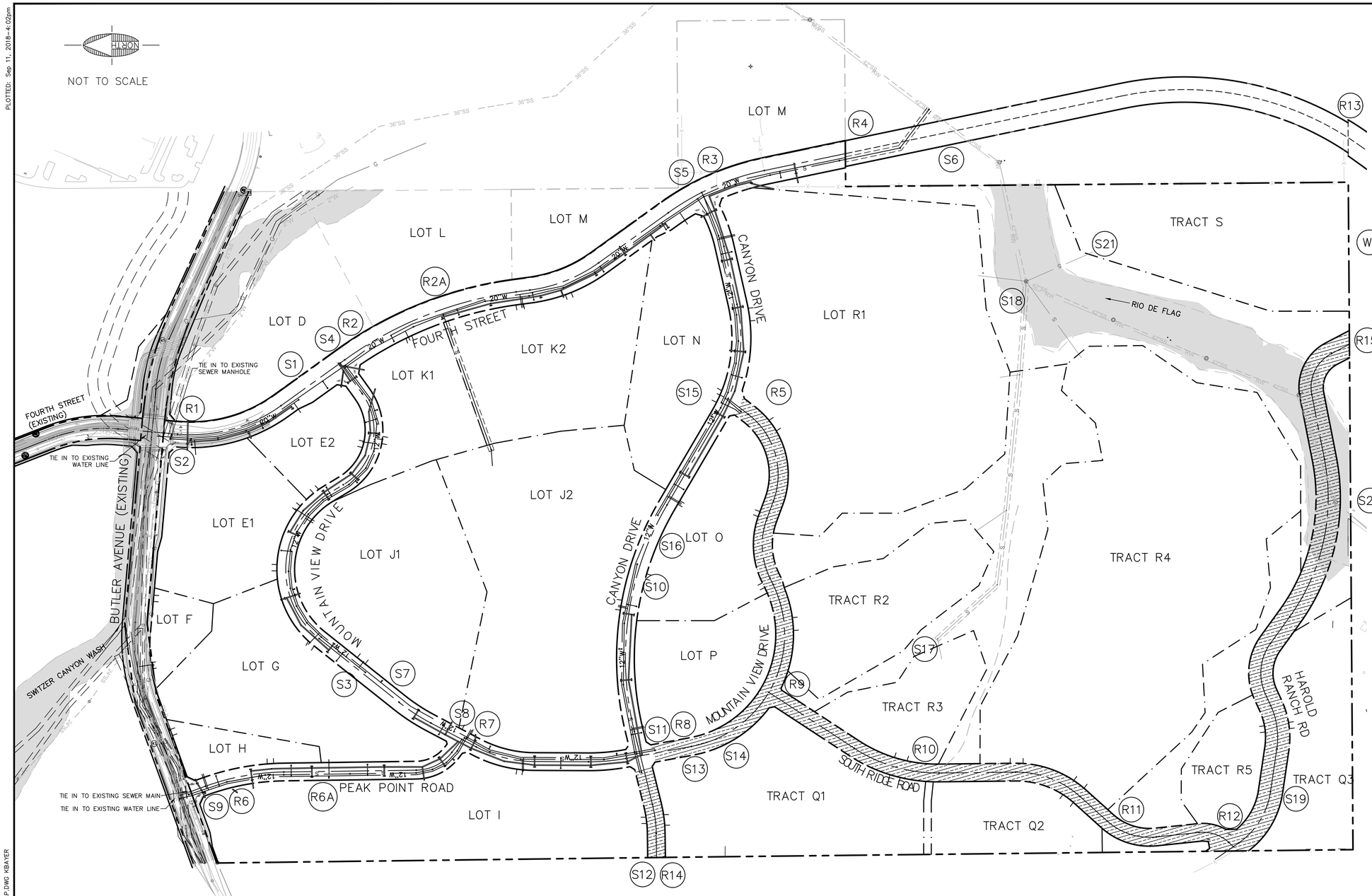
DRAWING NO.
DO01

SHT NO. 11 OF 13

PLOTTED: Sep 11, 2018-4:01pm
FILE: P:\2013\13184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 - CLEAR VIEW ZONES DRAINAGE AND OPEN SPACE.DWG KBAYER

PLOTTED: Sep 11, 2018 - 4:02pm

NOT TO SCALE



S12 LIMITS OF SEWER IMPROVEMENTS

R12 LIMITS OF ROADWAY IMPROVEMENTS AND OR WATER IMPROVEMENTS

W1 LIMITS OF WATER ONLY IMPROVEMENTS

NOTE: REFER TO DWG PH02 FOR A PHASING TABLE.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FILE: P:\2013\13184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 - PHASING MAP.DWG KBAYER

FLAGSTAFF ARIZONA

CANYON DEL RIO PRELIMINARY BLOCK PLAT

PHASING MAP

JOB NO:	13184
DATE:	SEP 18
SCALE:	AS SHOWN
DRAWN:	SCI/KMB
DESIGN:	SCI
CHECKED:	GEC

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DRAWING NO.
PH01

SHT NO. 12 OF 13

Portion of Canyon del Rio Rezoning Submittal	Project Phasing Matrix - Required Infrastructure for Each Parcel																					
	E1	E2	F	H	K1	K2	O	I	Q1	Q2	Q3	R1	R2	R3	R4	R5	S	G	J1	J2	N	P
Roadways & Waterline - Internal Looping Required to Parcel																						
4th St. between Butler & Mtn View (R1-R2)	X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
4th St. along K1 frontage (R2-R2A)					X																	
4th St. between Mtn View & Canyon (R2-R3)						X	X		X	X	X	X	X	X	X	X	X			X	X	X
4th St. between Canyon & Parcel Bdnry (R3-R4)												X					X					
4th St. between Parcel Bdnry & Parcel "S" (R4-R13)																	X					
Mtn View between 4th & Peak Pt (R7-R2)	X	X			X			X										X	X			
Mtn View between Peak Pt & Canyon (R7-R8)						X	X	X	X	X	X	X	X	X	X	X				X	X	X
Peak Pt Rd (R6-R7)	X	X			X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X
Peak Pt Rd (R6-R6A)				X																		
Canyon between 4th and Mtn View (R3-R5)						X	X		X	X	X	X	X	X	X	X				X	X	X
Canyon between Mtn View (E) & Mtn View (W) (R5-R8)						X	X													X	X	X
Canyon between Mtn View (W) & Parcel Bndry (W) (R8-R14)								X	X													
S Ridge between Mtn View & R3 (R9-R10)									X	X	X			X	X	X						
S Ridge between R3 & Q2 (R10-R11)										X	X				X	X						
S Ridge between Q2 & Harold Ranch (L-M) (R11-R12)											X				X	X						
Harold Ranch between S Ridge & Parcel Bndry (S) (R12-R15)											X					X						
Mtn View Drive from Canyon to South Ridge (R8-R9)									X	X	X	X	X	X	X	X						X
Mtn View Drive from Canyon to South Ridge Drive (R5-R9)									X	X	X	X	X	X	X	X						X
12" Water between Harold Ranch Road and Fourth Street (W1)															X	X	X					
Sewerline Segments																						
4th St. from just N of Mtn View to Butler (S1-S2)	X	X																				
Peak Pt Rd to Butler (S8-S9)								X										X		X		
Mtn View high pt (N) along Mtn View, then 4th until connection to ex sewer within Rio de Flag (S3,S4,S5,S6)					X	X													X	X		
Mtn View high pt (N) to Peak Pt Road (S7-S8)																		X	X			
Mtn View high pt (S) to Peak Pt (S13,S11,S8,S9)				X				X	X									X		X		X
Mtn View high pt (S) then Canyon to 4th (S14,S15, S5, S6)							X					X									X	X
Canyon high pt to Mtn View (W) (S10-S11)							X													X		X
Canyon Dr parcel boundary to Mtn View (W) (S12-S11)								X	X													
Canyon High pt to Mtn View (E) (S16-S15)								X												X	X	
S Ridge Rd to Mtn View (S17-S18)									X	X		X	X	X	X							
Harold Ranch to ex sewer within Rio de Flag (S19-S20)											X				X	X						
Parcel "S" connection to ex sewer within Rio de Flag (S21-S18)																	X					
Mtn View - Canyon to Peak Pt (S11-S8)								X												X		

Notes:

1. Prior to development of 400 residential units or 400,000-sf of commercial (1 residential unit = 1,000sf commercial) Secondary Access may consist of a single 12' paved lane.
2. Butler COF capital project not addressed in Phasing Plan
3. Parcels H & F assume water and sewer service off existing mains in Butler.
4. Some alternate scenarios are possible for secondary access and looping the water system.
5. Parcels Q1 and Q2 are also dependent upon development of sewer through Parcels R3 and R4 respectively.
6. Traffic volume considerations have not been considered as part of this analysis. Right-of-way improvements will be established through the TIA and/or individual subdivision tract improvements.
7. Parcels south of the southern portion of Mountain View Drive will require internal roadway and connectivity to provide two points of access and water service
8. Pursuant to the approved Drainage Impact Analysis (DIA), the developer shall mitigate the identified downstream impacts. The DIA has identified several conceptual mitigation strategies including on-site and off-site mitigations. Prior to approval of the first site plan and/or subdivision plat or any development, specific strategies must be identified and approved by the City and reflected accordingly on any Plats and/or Plans. If on-site strategies are chosen, each phase of development shall mitigate proportional impacts. A master plan for phasing of on-site mitigations may be required to ensure that each phase can mitigate proportional impacts. Each phase of development shall mitigate their fair proportionate share of the impact identified in the DIA.
9. This table was intended to show just the utilities required to serve each parcel. It is assumed that any roads needed to serve a parcel will also need to have the water and sewer installed at the same time as the road regardless as to whether or not that particular parcel needs the water and sewer infrastructure. Please note all parcels will have to go through the Community Development Site Plan or Platting process and meet the City of Flagstaff Zoning Code including but not limited to access, utilities, resources, and stormwater
10. Any dead end roads in excess of 1200' are required to have a secondary access.
11. If the 20" water line is not construction prior to Parcels Q2, R3, R4, R5, Q3, and S a 12" water line will be constructed in the Rio De Flag Floodplain. It will parallel the existing sewer main and will connect the 8" water line in Harold Ranch Road to the water line stub on the south side of the intersection of Fourth Street and Canyon Drive.
12. The "Spine roads," which include Mountain View Drive, Peak Point Road, and the northern section of Canyon Drive, and utility infrastructure will be constructed prior to any development the proposed parcels.

EXAMPLE
TO DETERMINE THE REQUIRED INFRASTRUCTURE ASSOCIATED WITH ANY OF THE PARCELS, LOCATE THE PARCEL ALONG THE TOP OF THE TABLE AND SCROLL DOWN UNTIL THERE IS AN 'X'. THE 'X' CORRESPONDS TO THE REQUIRED INFRASTRUCTURE – WATER, SEWER, ROADWAY. EACH SEGMENT OF INFRASTRUCTURE INCLUDES ABBREVIATED LETTERS AND NUMBERS THAT CORRESPOND TO THE PHASING PLAN SHOWN ON DWG ###. THE FOLLOWING IS AN EXAMPLE FOR PARCEL J2:

THE FIRST 'X' CORRESPONDS TO THE REQUIRED ROADWAY AND WATERLINE THAT WILL NEED TO BE CONSTRUCTED ON 4TH STREET BETWEEN BUTLER AND MOUNTAIN VIEW DRIVE (R1–R2). REFER TO 4TH STREET AND LOCATE R1 AND R2 TO SEE THE SEGMENT OF WATER AND SEWER THAT NEEDS TO BE CONSTRUCTED. THE REMAINING ROADWAY AND WATERLINES THAT WILL NEED TO BE CONSTRUCTED ARE 4TH STREET BETWEEN MOUNTAIN VIEW DRIVE AND CANYON DRIVE, MOUNTAIN VIEW DRIVE BETWEEN PEAK POINT ROAD AND CANYON DRIVE, PEAK POINT ROAD, CANYON DRIVE BETWEEN 4TH STREET AND MOUNTAIN VIEW DRIVE, CANYON DRIVE BETWEEN MOUNTAIN VIEW DRIVE (EAST) AND MOUNTAIN VIEW DRIVE (WEST). THE SEWERLINE SEGMENTS WILL NEED TO BE CONSTRUCTED ALONG PEAK POINT ROAD FROM MOUNTAIN VIEW DRIVE TO BUTLER AVENUE, AND IN MOUNTAIN VIEW DRIVE FROM THE HIGH POINT OF THE SUBDIVISION TO 4TH STREET, THEN TO THE EXISTING SEWER MANHOLE WITHIN THE RIO DE FLAG WASH.

CANYON DEL RIO PRELIMINARY BLOCK PLAT
FLAGSTAFF ARIZONA

PHASING MATRIX

JOB NO: 13184
DATE: SEP 18
SCALE: AS SHOWN
DRAWN: SCI/KMB
DESIGN: SCI
CHECKED: GEC

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

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
PH02

SHT NO. 13 OF 13

PLOTTED: Sep 11, 2018–4:02pm

FILE: P:\2013\13184\DRAWINGS\PRELIMINARY BLOCK PLAT\13184 – PHASING MAP.DWG KBAYER

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY BLOCK PLAT

PZ-18-00113-01

DATE: **April 12, 2019**
MEETING DATE: **April 24, 2019**
REPORT BY: **Neil Gullickson, AICP**

REQUEST:

A request for Preliminary Block Plat approval for Canyon del Rio located at 3200 East Butler Avenue within the Single-family Residential (R1) zone, Medium Density Residential (MR existing and proposed) zone, High Density Residential (HR-proposed) zone, and Highway Commercial (HC-proposed) zone.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission, in accordance with the findings, forward the Preliminary Block Plat to the City Council with a recommendation of approval subject to conditions.

PRESENT LAND USE:

The subject site consists of undeveloped land located in central Flagstaff.

PROPOSED LAND USE:

Canyon del Rio is a 1,426 residential dwelling unit development with 225,000 square feet of commercial development on 261 acres. The development is intended to provide a mix of housing types with supporting commercial services and open space areas. The Preliminary Block Plat consists of 22 blocks, eight (8) tracts and public rights-of-way.

NEIGHBORHOOD DEVELOPMENT:

North:	Butler Avenue developed and undeveloped, Highway Commercial (HC) zone;
East:	Vacant land in the Suburban Commercial (SC) zone, Research and Development (RD) zone and the previous Humane Society facility in the Public Facilities (PF) zone;
South:	Undeveloped land part of Canyon del Rio, Medium Density (MR) zone;
West:	Vacant land, part of Canyon del Rio in the R1, Single-family Residential zone.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed Preliminary Block Plat meets the requirements of City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications. These findings are addressed at the conclusion of this report.

STAFF REVIEW:

Introduction

Canyon del Rio is a proposed 1,426 residential dwelling unit and 225,000 square foot commercial development located in the city of Flagstaff. The development is currently processing three applications. In addition to this block plat, a concept zoning map amendment proposes to rezone 88.88 acres of the site from Research and

Development (RD) zone to Medium Density Residential (MD, 27.9-acres) zone, High Density Residential (HD, 30-acres) zone and Highway Commercial (HC, 25.9-acres) zone along with a development agreement. The development proposes a mixture of high-, medium-, and single-family residential units combined with commercial service and open space on 261 acres. If the Concept Zoning Map Amendment is not approved, this Preliminary Block Plat application may be withdrawn at the time of council review.

The site is situated north and west of the Butler Avenue and Fourth Street intersection. The site is heavily treed and is located within the Resource Protection Overlay Zone (RPO). The site has varied topography, including many slopes and small valleys. The most significant is the Rio de Flag drainage that runs across the southeast corner of the development and continues downstream to Foxglenn Park. The proposed Fourth Street alignment that will ultimately connect Butler Avenue and John Wesley Powell Boulevard runs along the eastern boundary. Butler Avenue is the northern boundary of the development; Herald Ranch Road and Little America are located adjacent to the western boundary. An existing aboveground 69 KV transmission line crosses the site in an east-west direction at the south end of the subdivision.

The applicant, Canyon del Rio Investors, LLC. (CDRI) is seeking Preliminary Block Plat approval for a 22-block, eight (8) tract subdivision with an internal minor collector roadway system to be developed in two phases. Each block will be either subdivided further into the individual lots that will be sold to homeowners or developed using the City's site plan review process. The site plan review process is used for land uses that are allowed by the zoning district. In this case, it is anticipated that the commercial and high-density rental land uses would use the site plan process, and that the residential ownership products would comply with the City's subdivision requirements. Preliminary and final plats will be reviewed and approved for each of the blocks that propose subdivision. Phase 1 consists of Blocks E1 and E2, F, G, H, I, J1, J2 K1, K2 N, O and P (northern portion of the site), and Phase 2 consists of Blocks Q1, Q2, Q3, R1, R2, R3, R4, R5 and S (southern portion of the site). The improvements affiliated with each phase will be described below.

The block plat describes an internal spine loop road that includes half street improvements to South Fourth Street, and improvements to Canyon del Rio Drive, Boulder Mountain Drive and Peak Point Road, which create the looped roadway system. This system will provide public street frontage for parcels E1, E2, K1, K2, G, N, O, P, J1, J2 and I. These parcels are anticipated to be among the first to be developed in a phasing plan. Sheets PH01 and PH02 of the Preliminary Block Plat describes the public improvements that will be required prior to development of the remaining parcels. The phasing plan allows the developer flexibility by not defining a specific order of parcel development; any of the parcels defined by the block plat can be developed when the appropriate public improvements are provided.

The intensities (commercial) and densities (residential) are provided as part of the "Lot Coverage and Building Information" chart provided on the first page of Sheet CVR of the Preliminary Block Plat (attached to this report). The chart provides proposed and existing zoning districts and anticipated land uses. A separate chart (same location) provides information regarding each of the 8-tracts; Tracts B and C are floodplain and will be dedicated to the City for maintenance.

ZONING REQUIREMENTS

A portion (83.88 acres) of the property is in the process of being rezoned from Research and Development (RD) zone to Medium Density Residential (MR, 27.9 acres) zone, High Density Residential (HR, 30 acres) zone, and Highway Commercial (HC, 25.5 acres) zone. The development proposes 1,426 residential units, approximately 670 rental units, 180 attached ownership units and 575 single-family lots; averaged across the site, they provide a density of 6.1 units per acre. The parcel-specific densities proposed for this project were set with the approval of the Settlement Agreement made between the developer and the City of Flagstaff in 2013 and amended in 2015; copies of the settlement agreement are attached to the Concept Zoning Map amendment report being

processed concurrently with this application. The Zoning Code includes minimum densities that must be achieved for the property. In this case that would be no less than 1,024 dwelling units, which average to 4.36 dwelling units per acre. This proposal meets the Zoning Code requirements for density. The standards for the individual lots will be determined with the platting of each individual block.

This Preliminary Block Plat was reviewed and approved with conditions by the Inter-Division Staff on February 6, 2019.

Natural Resources

A Natural Resource Protection Plan (NRPP) was provided in conjunction with this Preliminary Block Plat (sheet 23/23). Resources on the site include steep and moderate slopes and a relatively consistent forest across the site. Floodplains are preserved at 100% (Section 10-50.90.040, page 50.90-4), and Tracts B and C are being dedicated to the City for maintenance of the Floodplain. The specific resources to be protected have not yet been identified with this Preliminary Block Plat. The preserved resources will be identified with the platting/site plan review of the individual blocks. The resources disturbed as part of the collector roadway system will be included with each adjacent block as it is subdivided.

Based on the preliminary disturbance calculations, it appears that the minimum protection threshold requirements are being met.

The Zoning Code protection factors for resources in the HR, High Density Residential, MR, Medium Density Residential and R1, Single-Family Residential, districts are as follows:

70% of moderate slopes (17-24.9%)
80% of steep slopes (25%-34.99%), and
50% of forest canopy

In the commercial zones, HC, Highway Commercial, the protection factors are:

60% of moderate slopes (17-24.9%)
80% of steep slopes (25%-34.99%), and
3**0% of forest canopy**

The entire Canyon del Rio development (262 acres) contains approximately 205.64 acres of forest canopy, approximately 6.85 acres of 25% and greater slope resource, and approximately 20.46 acres of 17-25% slope resource.

Paragraph 4.12 (Resource, Open Space and Easement Requirements) of the Development Agreement, discusses the resources and allows the developer to create two “resource banks”: one for the residential properties and one for the commercial properties. These banks will allow the application of extra resources from one parcel to another parcel when extra resources are available.

A detailed analysis of resources will be required with the preliminary plat/site plan submittal to the Internal Division Staff, provided the rezoning case is successfully concluded.

SYSTEMS ANALYSIS:

Access and Traffic

The Canyon Del Rio Transportation Impact Analysis (TIA) included six (6) existing intersections, and seven (7) new intersections within and along the edge of the proposed development. The study area covered Butler Avenue from I-40 to Fourth Street, Fourth Street from Huntington Drive to south of Butler Avenue along the development site, and the internal Canyon Del Rio roadway system. Traffic expected from nearby yet to be developed parcels was included as future background traffic in the analysis. Analyses were conducted for assumed development levels at years 2026 (Phases I & II) and 2030 (full build-out). Phases I & II include all except four (4) retail parcels at the northeast edge of the site and three (3) relatively small residential parcels at the south edge.

The project proposes several access points to the current and future street system. Canyon del Rio Investors will build the west portion of Fourth Street south of Butler Avenue, and the south portion of Butler Avenue west of Fourth Street, adjacent to the site. Internal collector streets will provide access to and from Butler Avenue, Fourth Street and Herold Ranch Road, a portion of which goes through the very south end of the site. These will be minor collector streets with one vehicle lane and one bike lane in each direction with a center turn lane. Canyon Drive will be an east/west street crossing the entire site at about its midpoint. Mountain View Drive, along with the easternmost section of Canyon Drive will form a loop through the northern two-thirds of the site that intersects with Fourth Street in two locations south of Butler Avenue. Peak Point Road will connect this loop road to Butler Avenue in the northwest corner of the site, and South Ridge Road will connect the loop to Herold Ranch Road in the southwest section of the site. Herold Ranch Road crosses most of the site near its southern edge. West of Mountain View Drive, Canyon Drive will have a residential local “wide” cross section planned to connect to a future development on the Little America site, which is immediately west of Canyon Del Rio. The location of the Butler Avenue and Peak Point Road intersection is being coordinated with the property on the north side of Butler Avenue to provide access for Canyon Del Rio and a future development north of Butler Avenue. This intersection will initially be stop controlled for northbound traffic but will need to be signalized or converted to a roundabout to ultimately accommodate Canyon Del Rio traffic.

The roads accessing the parcels within the southern portion of the development will be accessed by a similar roadway section. Sheets 21 and 22 of the Block Plat, the Phasing Map and Phasing Matrix work in tandem to define specific roadway segments and intersections that will be developed as each of the parcels are proposed for development. These roadway segments include Boulder Mountain Drive, South Ridge Road and Herold Ranch Road, and will provide access to parcels Q 1-3 and R 1-5.

Adjacent to the Canyon Del Rio site, both Butler Avenue and Fourth Street are designated minor arterials. Butler Avenue currently has one lane in each direction, and Fourth Street is graded dirt/gravel. Fourth Street is planned to ultimately connect with John Wesley Powell Boulevard to the southwest. The developer is responsible for improvements on the south side of Butler Avenue; Butler Avenue at completion will include 102 feet of ROW, two travel lanes in each direction, raised median, bike lanes, curb, gutter, 5-foot parkway and 6-foot wide sidewalk. The developer will also provide the west side improvements to Fourth Street (same street section as Butler Avenue). The internal collector streets propose right-of-way of 70 feet, one travel lane in each direction, raised median, bike lanes, 5-foot parkway and 5-foot sidewalk. Where a FUTS is adjacent to the street (Boulder Mountain Drive), the ROW expands to 75 feet, and the trail will be 10-feet wide.

In addition, the analysis indicated the following off-site improvements are needed to mitigate the project’s traffic impacts in the nearby area:

Off-site improvements needed for 2026 (Phases I & II) impacts:

- Fourth Street and Sparrow Avenue northbound - a through lane and a thorough/right turn lane
- Fourth Street and Soliere Avenue northbound - two through lanes and one exclusive right turn lane
- Butler Avenue and I-40 Eastbound Ramp westbound - two through lanes and one exclusive right turn lane
- Butler Avenue and I-40 Westbound Ramp southbound - an additional left turn lane

The study recommends the following off-site improvements to accommodate the combination of background growth and Canyon del Rio traffic by 2030 (build-out):

- Fourth Street and Soliere Avenue westbound, a westbound right turn signal to display at the same time as the southbound left turn signal
- Butler Avenue and I-40 Eastbound Ramp
    - Westbound through and shared through/right turn lane
    - Northbound left turn, right turn, and left/through/right lane
    - Eastbound second left turn lane
- Butler Avenue and I-40 Westbound Ramp
    - Westbound second left turn lane
    - Southbound right turn and left/through/right lane
    - Eastbound exclusive right turn lane

Recognizing the stipulations of the Settlement Agreement, the City and the developer reviewed the needs identified in the impact analysis and other planned projects in the area and agreed on the following with respect to the developer's obligation for area improvements.

Ref	Project	CDRI's Obligation
1	Butler Avenue Half Street	$698,295
2	Fourth Street SB Dual Right	$21,927
3	Offsite Butler Avenue - Little A to CDR	$219,893
4	Butler / Fourth Signal	$123,391
5	Butler and Fourth EB Dual Left	$38,092
6	Butler and Fourth WB Left	$35,541
7	Butler Left Turn Lane at Peak Point	$60,177
8	Fourth Street South Half Street	$211,527
9	Fourth Street NB Left Turn Lane	$62,600
10	Fourth Street NB intersection transition	$42,175
11	Butler / Peak Point Signal	$250,000
12	Butler and I-40 Interchange Improvements	$698,112
	Total	$2,461,730

Water and Wastewater

Civil Design & Engineering, Inc., on behalf of the City of Flagstaff Water Services Division, prepared the Water and Wastewater Impact Analysis (WSIA). The analysis is based on the demands generated by Canyon del Rio and a residential dwelling cap of 1,715 units and 67.9 acres of commercial development.

Water

The closest source of Zone B water for this site includes a 24-inch waterline within Butler Avenue along the northern property boundary. These existing Zone B waterline will be supported by a new secondary water line provided by the developer that will extend new lines from north of I-40 to Soliere Drive, Fourth Street and to the site. Internally, 12-inch supply mains will be installed under the internal spine loop and with the roadways identified by the Phasing Map and Plan. A 24-inch main will be located under Fourth Street across the frontage of Canyon del Rio; this will ultimately be extended to John Wesley Powell Boulevard southwest of CDR. Connection with the individual subdivisions and site plan approvals will extend the water system providing services to individual structures. Canyon del Rio Investors have agreed through the Development Agreement to provide roughly $667,000 in a cash-in-lieu payment for future water storage, and 1.3 million dollars for the secondary water source improvements. The secondary water source payment is required prior to recording of the first final plat or site plan approval; the storage payment is due with the issuance of the 400-dwelling unit. The developer has also agreed to provide up to two well sites on the CDR site if the City identifies that successful production wells warrant further exploration.

Wastewater

Several connections to the sewer are available to this project, given its location at the intersection of Butler Avenue and Fourth Street, and the location of the Rio de Flag Wash and the major sewer interceptor line that is in the Wash. The nearest sewer that allows for gravity flow from the CDR site is in the Rio de Flag Wash. The existing sewer line is 42-inches in diameter and gravity flows to the east along the river channel.

The Wildcat Hill Wastewater Treatment Plant, which is currently operating below maximum capacity, will treat all sewage collected for CDR. The Wildcat Hill facility currently processes 3.6-million gallons of sewage per day. This facility has design capacity of 6-million gallons per day. The design flows from the CDR development indicate an average daily flow increase to the plant of 456,738 gallons per day.

The Water and Sewer Impact Analysis does not identify the need for off-site improvements from the Canyon del Rio development.

Stormwater

A completed Drainage Impact Analysis and Preliminary Drainage Report for Canyon del Rio has been submitted and reviewed by Stormwater Staff. In lieu of a downstream analysis, the project has elected to store the volumetric flow difference between the pre-development conditions and the post-development conditions on-site. The development will use open space corridors to manage major portions of the stormwater on the project site. A series of retention basins will be constructed in the open space areas across the property. These basins will convey on-site and off-site flows from the project site ultimately out letting to the Rio de Flag Wash channel.

Low Impact Development (LID) requirements are required to meet the ½-inch threshold, less than the current 1-inch code requirement. The ½-inch threshold was negotiated as part of the settlement agreement approved in 2013. The water quality aspects of the LID requirements will be met at the discharge points of impervious surface areas.

Parks, Open Space, Pedestrian, and Bicycle Facilities

Canyon del Rio is located .53 miles via Butler Avenue from the Foxglenn Community Park, and slightly more using the Rio de Flag FUTS system. The City of Flagstaff Parks and Recreation Organization Master Plan identifies Foxglenn Park as the park servicing this portion of the community. The park is 28 acres in size and includes standard community park facilities. Internal to the development, 55.8 acres, or 21% of the site, has been

identified for open space, trails or drainage. Sheet PP01 of the Block Plat shows areas anticipated to be used as open space and proposed trail alignments. The Block Plat identifies the areas that will be dedicated (Tracts B and C) to the City and the areas that will be the responsibility of the development. The developer proposes to place a conservation easement over Tract B (the Rio de Flag channel) in conjunction with the dedication to the City.

Additionally, each of the parcels will be required to meet the open space and civic space requirements associated with the proposed development. Commercial developments more than 20,000 square feet in size and residential developments of more than 50 units are required to provide 5% of the site's area for open/civic space.

Several existing FUTS Trails will be impacted by the Canyon del Rio development. Several years ago, the State Land Department granted a temporary FUTS easement across the development, and an extension of the Foxglenn trail was built across Canyon del Rio to its border with the Little America Property and Herold Ranch Road. Eventually this trail will cross Little America and connect with the Arizona Trail, south of I-40. That trail has fallen into disrepair since the easement expired. The developer as part of providing internal pedestrian connections, plans to reconstruct the trail. Additionally, the Rio Trail runs from Foxglenn Park southward following the Rio de Flag drainage where it crosses Canyon del Rio and intercepts Herold Ranch Road. This trail will ultimately continue along the Rio drainage accessing the Flagstaff Loop Trail. This portion of trail inside the development and the Rio de Flag drainage will be donated to the City.

Internal pedestrian trails that connect the proposed parcels and future developments and the FUTS alignments have been identified and can also be reviewed on sheet PP01 of the Block Plat. These trails will be constructed and connected with other internal trails as each parcel develops.

Summary of Findings

The following section of the staff report discusses the specific codes that address subdivision requirements.

City Code Title 10, Flagstaff Zoning Code

Any subdivision shall be designed to comply with the requirements of the specific zoning district within which it is located. The subject property is zoned Single-family Residential (R1), Medium Density Residential (MR), High Density Residential (HR) and Highway Commercial (HC). Averaged across the site, the subdivision proposes a density of 6.1 units per acre. The Zoning Code includes minimum densities that must be achieved for the property. In this case that would be no less than 1,024 dwelling units, which average to 4.36 dwelling units per acre. This proposal meets the Zoning Code requirements for density. The standards for the individual lots will be determined with the platting of each individual block.

Required setbacks building heights and specific details of individual parcels will be regulated through subdivision plats or site plan reviews for the individual parcels as development proposals are processed.

City Code Title 11, General Plans and Subdivision Code

Preliminary plats require submittal and staff review of traffic, preliminary stormwater, and water and sewer analyses. The summary of these analyses was provided as part of this report. The subdivider is also required to inform public utility, cable and communication companies, school district, Soil Conservation Service, County Health Department, ADOT (if site abuts a state highway); Flood Control District, and County Community Development Department (if site is adjacent to an unincorporated area). The applicant sent the required letters and has provided copies of any responses by the review agencies.

The informatic required to be shown as part of the preliminary plat submittal is extensive and includes, for example, existing and proposed rights-of-way and easements within the subdivision; adjacent street dedications and lot lines; size of each lot, location and description of proposed and existing utilities and lot and tract dimensions.

City Code Title 13, Engineering Design Standards and Specifications

A subdivision plat has typically completed a site plan review which includes zoning code and engineering standards compliance findings. Engineering related standards including utility easements, stormwater management, and landscaping in the parkway (right-of-way), have been reviewed and approved by staff. The preliminary plat further defines rights-of-way that will ultimately be dedicated to the City for ownership and maintenance when the final plat is recorded.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Preliminary Block Plat for Canyon del Rio to the City Council with a recommendation for approval with the following conditions:

1. The final plats for each phase shall be in substantial conformance with the preliminary plat including the phasing plan and map (sheets PH01 and PH02) of the preliminary Block Plat of Canyon del Rio. Each phase and parcel of the Canyon del Rio plat must meet all requirements independently.

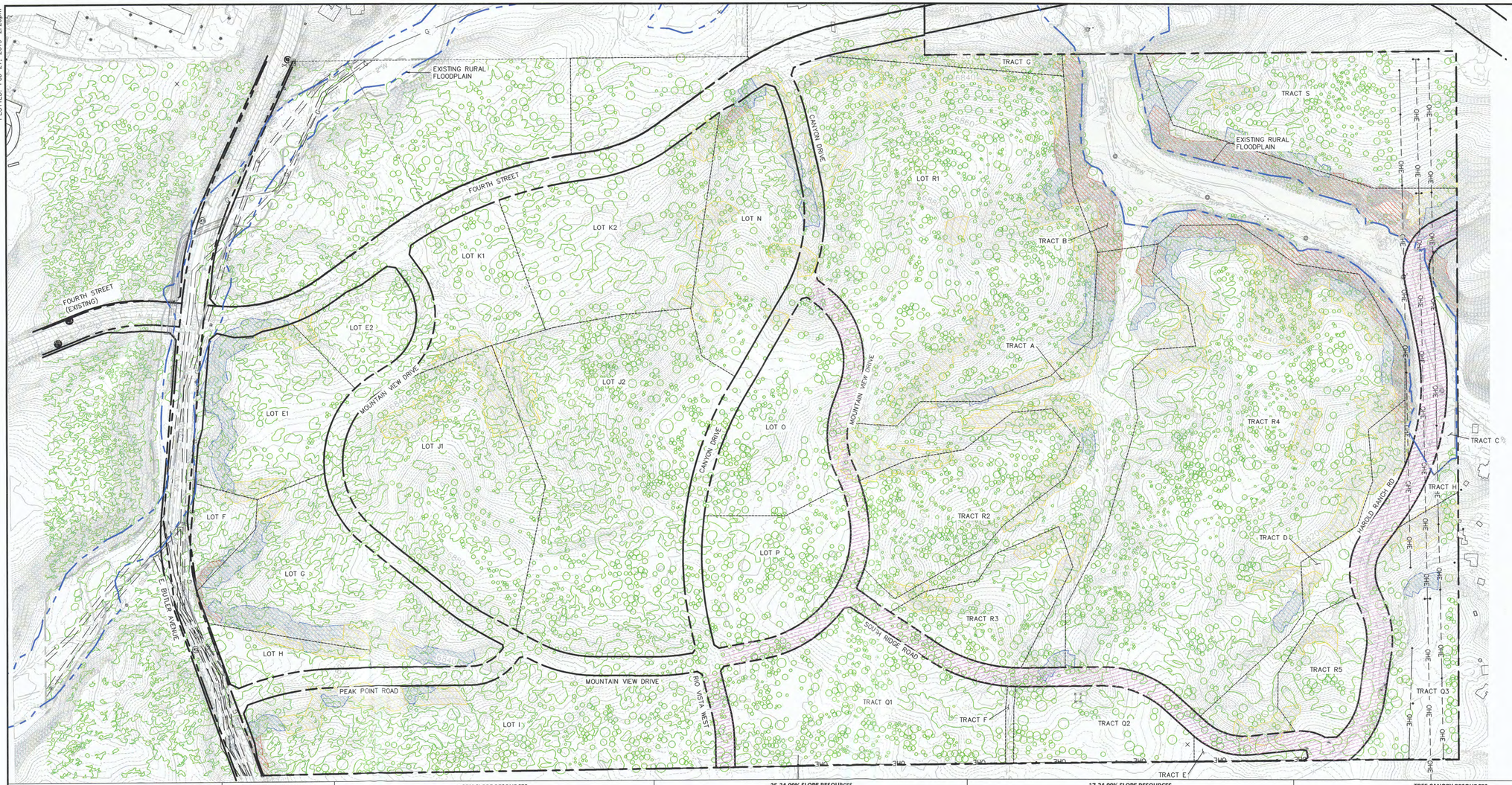
2. Dedication of Tracts B and C and easements for attracts A, D, E, F, G and H are provided with the final block plat for Canyon del Rio.

3. Internal vehicle and pedestrian connections between blocks must be provided to the greatest extent feasible with special attention to connections from each block to the designated open space/civic space areas as well as adjacent activity centers.

4. Permanent public pedestrian easements on all trails within the Canyon del Rio Subdivision(s) must be granted and shown on all final plats of the parcels.

ATTACHMENTS:

- Application
- IDS approval comments of 2/6/2019
- Preliminary Block Plat Narrative
- Preliminary Block Plat (23 sheets, 24”x36”)
- Preliminary Natural Resource Protection Plan



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- LOT
- 100-YEAR FLOODPLAIN
- TRACT FOR FUTURE ROW
- SLOPE RESOURCES 17-24.99%
- SLOPE RESOURCES 25-34.99%
- SLOPE RESOURCES >35%
- EXISTING TREE CANOPY

NOTES:
1. ROW INCLUDES FOURTH STREET, MOUNTAIN VIEW DRIVE, PEAK POINT ROAD, AND CANYON DRIVE.
2. FUTURE ROW INCLUDES TRACTS FOR MOUNTAIN VIEW DRIVE, RIO VISTA WEST, SOUTH RIDGE ROAD, AND HAROLD RANCH ROAD.
3. THE DISTURBED TREE CANOPY ACREAGE WITHIN THE ROW AND FUTURE ROW WAS DISTRIBUTED TO EACH PARCEL BY A RATIO BETWEEN THE PARCEL ACREAGE AND TOTAL PARCEL ACREAGE OF THE SITE. A NEW PRESERVATION RATE FOR EACH PARCEL WAS DETERMINED FROM THE TOTAL AMOUNT OF TREE CANOPY REQUIRED TO PRESERVE.

				FLOODPLAIN RESOURCES		>35% SLOPE RESOURCES					25-34.99% SLOPE RESOURCES						17-24.99% SLOPE RESOURCES						TREE CANOPY RESOURCES					
PARCEL	ACREAGE ±	ZONING	DEVELOPMENT OPTION	RURAL FLOODPLAIN (ACRES)	REQUIRED RURAL FLOODPLAIN PRESERVATION	TOTAL EXISTING >35% SLOPE (ACRES)	>35% PRESERVATION RATE	REQUIRED >35% SLOPE (ACRES)	DISTURBED >35% SLOPE (ACRES)	PRESERVED >35% (ACRES)	>35% SURPLUS (ACRES)	TOTAL EXISTING 25-34.99% SLOPE (ACRES)	25-34.99% PRESERVATION RATE	REQUIRED 25-34.99% SLOPE (ACRES)	DISTURBED 25-34.99% SLOPE (ACRES)	PRESERVED 25-34.99% (ACRES)	25-34.99% SURPLUS (ACRES)	TOTAL EXISTING 17-24.99% (ACRES)	17-24.99% PRESERVATION RATE	REQUIRED 17-24.99% SLOPE (ACRES)	DISTURBED 17-24.99% (ACRES)	PRESERVED 17-24.99% (ACRES)	17-24.99% SURPLUS/ DEFICIT (ACRES)	TREE CANOPY (ACRES)	TREE CANOPY PRESERVATION	REQUIRED TREE CANOPY (ACRES)	DISTURBED TREE CANOPY IN ROW DISTRIBUTED PER PARCEL (ACRES)	TOTAL REQUIRED TREE CANOPY (ACRES)	NEW TREE CANOPY PRESERVATION
E1	6.4	HC	OFFICE/RETAIL	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.94	80%	0.76	0.16	0.78	0.03	0.41	60%	0.24	0.05	0.35	0.11	2.25	30%	0.67	0.26	0.94	42%
E2	2.5	HC	OFFICE/RETAIL	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.09	60%	0.06	0.00	0.09	0.04	1.15	30%	0.34	0.10	0.45	39%
F	1.4	HC	OFFICE/RETAIL	0.00	100%	0.09	100%	0.09	0.00	0.09	0.00	0.04	80%	0.03	0.00	0.04	0.01	0.07	60%	0.04	0.00	0.07	0.03	0.74	30%	0.22	0.06	0.28	38%
G	9.1	MR	50 TOWNHOUSE UNITS	0.00	100%	0.07	100%	0.07	0.00	0.07	0.00	1.43	80%	1.14	0.10	1.33	0.19	0.51	70%	0.35	0.06	0.44	0.09	5.17	50%	2.59	0.38	2.96	57%
H	1.8	HC	OFFICE/RETAIL	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.08	80%	0.06	0.00	0.08	0.02	0.31	60%	0.18	0.01	0.29	0.11	0.87	30%	0.26	0.07	0.33	38%
I	13.4	R1	50 RESIDENTIAL LOTS	0.00	100%	0.09	100%	0.09	0.00	0.09	0.00	0.34	80%	0.27	0.02	0.32	0.05	0.99	70%	0.69	0.21	0.78	0.09	5.57	50%	2.79	0.55	3.34	60%
J1	11.6	HR	240 APARTMENT UNITS	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	1.49	70%	1.04	0.49	1.00	-0.04	3.38	50%	1.69	0.48	2.17	64%
J2	18.4	HR	432 APARTMENT UNITS	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.57	70%	0.40	0.03	0.54	0.14	6.98	50%	3.49	0.76	4.25	61%
K1	4.6	HC	RETAIL	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.26	60%	0.16	0.04	0.22	0.06	1.17	30%	0.35	0.19	0.54	46%
K2	8.8	HC	RETAIL	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.41	60%	0.25	0.00	0.41	0.16	3.17	30%	0.95	0.36	1.31	41%
N	7.1	MR	42 DUPLEX UNITS	0.00	100%	0.10	100%	0.10	0.00	0.10	0.00	0.21	80%	0.17	0.02	0.19	0.03	1.38	70%	0.97	0.40	0.99	0.02	1.52	50%	0.76	0.29	1.05	69%
O	6.0	MR	49 TOWNHOUSE UNITS	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.01	70%	0.01	0.00	0.01	0.00	1.44	50%	0.72	0.25	0.97	67%
P	5.4	MR	44 TOWNHOUSE UNITS	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.00	70%	0.00	0.00	0.00	0.00	1.59	50%	0.79	0.22	1.02	64%
Q1	10.2	R1	41 RESIDENTIAL LOTS	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.00	70%	0.00	0.00	0.00	0.00	3.07	50%	1.53	0.42	1.96	64%
Q2	3.9	R1	21 RESIDENTIAL LOTS	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.00	70%	0.00	0.00	0.00	0.00	1.01	50%	0.50	0.16	0.67	66%
Q3	6.0	MR	80 WORKFORCE HOUSING	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.17	80%	0.13	0.02	0.15	0.01	0.57	70%	0.40	0.03	0.54	0.14	0.82	50%	0.41	0.25	0.66	80%
R1	27.0	MR	132 RESIDENTIAL LOTS	0.00	100%	0.34	100%	0.34	0.00	0.34	0.00	0.57	80%	0.46	0.10	0.47	0.01	4.13	70%	2.89	1.57	2.56	-0.33	5.59	50%	2.79	1.11	3.90	70%
R2	7.1	MR	37 RESIDENTIAL LOTS	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	1.11	70%	0.78	0.38	0.73	-0.05	1.76	50%	0.88	0.29	1.17	67%
R3	4.2	MR	21 RESIDENTIAL LOTS	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.54	70%	0.38	0.21	0.33	-0.05	1.33	50%	0.67	0.17	0.84	63%
R4	32.0	MR	161 RESIDENTIAL LOTS	0.00	100%	1.67	100%	1.67	0.00	1.67	0.00	0.98	80%	0.78	0.65	0.33	-0.45	4.31	70%	3.01	2.14	2.16	-0.85	8.91	50%	4.46	1.32	5.77	65%
R5	2.9	MR	16 RESIDENTIAL LOTS	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.28	70%	0.20	0.15	0.13	-0.06	1.36	50%	0.68	0.12	0.80	59%
S	10.6	ER	14 RESIDENTIAL LOTS	0.00	100%	0.14	100%	0.14	0.00	0.14	0.00	0.50	80%	0.40	0.16	0.34	-0.06	0.25	70%	0.17	0.11	0.14	-0.04	2.43	50%	1.22	0.44	1.65	68%
TRACT A	11.6	N/A	OPEN SPACE	0.00	100%	0.45	100%	0.45	0.00	0.45	0.00	0.75	80%	0.60	0.00	0.75	0.15	2.28	70%	1.60	0.00	2.28	0.69	2.64	50%	1.32	0.00	1.32	50%
TRACT B/ TRACT G	15.5	N/A	OPEN SPACE	8.09	100%	4.64	100%	4.64	0.00	4.64	0.00	0.44	80%	0.35	0.00	0.44	0.09	0.27	70%	0.19	0.00	0.27	0.08	0.48	50%	0.24	0.00	0.24	50%
TRACT C/ TRACT H	1.7	N/A	OPEN SPACE	0.74	100%	0.29	100%	0.29	0.00	0.29	0.00	0.06	80%	0.05	0.00	0.06	0.01	0.01	70%	0.01	0.00	0.01	0.00	0.31	50%	0.15	0.00	0.15	50%
TRACT D	3.6	N/A	OPEN SPACE	0.00	100%	0.06	100%	0.06	0.00	0.06	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.94	70%	0.66	0.00	0.94	0.28	0.89	50%	0.45	0.00	0.45	50%
TRACT E	0.4	N/A	OPEN SPACE	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.00	70%	0.00	0.00	0.00	0.00	0.05	50%	0.03	0.00	0.03	50%
TRACT F	0.2	N/A	OPEN SPACE	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.00	80%	0.00	0.00	0.00	0.00	0.00	70%	0.00	0.00	0.00	0.00	0.05	50%	0.02	0.00	0.02	50%
ROW	17.0	N/A	CITY ROADWAY	0.00	100%	0.00	100%	0.00	0.00	0.00	0.00	0.03	80%	0.02	0.03	0.00	-0.02	0.03	60%	0.02	0.03	0.00	-0.02	5.01	-	-	-	-	-
FUTURE ROW	11.5	N/A	CITY ROADWAY	1.70	100%	0.05	100%	0.05	0.05	0.00	-0.05	0.13	80%	0.10	0.13	0.00	-0.10	0.07	60%	0.04	0.07	0.00	-0.04	3.24	-	-	-	-	-
TOTAL	**262.0**			**8.83**		**7.98**		**7.94**	**0.00**	**7.94**	**0.00**	**6.65**		**5.22**	**1.25**	**5.27**	**0.05**	**21.28**		**14.69**	**5.93**	**15.29**	**0.60**	**73.94**		**30.98**	**8.25**	**39.23**	

NORTH

SCALE 1" : 200'
0 100 200

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FLAGSTAFF ARIZONA

CANYON DEL RIO

PRELIMINARY RESOURCE PROTECTION PLAN

JOB NO:	13184
DATE:	FEB 19
SCALE:	AS SHOWN
DRAWN:	SCI/KMB
DESIGN:	SCI/KMB
CHECKED:	QEC/SCI

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

NO.	DESCRIPTION	DATE	BY
REVISIONS			

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-STAKE-IT

DRAWING NO. NRPP

SHT NO. 23 OF 23

PLOTTED: Feb 27, 2019 - 2:26pm

FILE: P:\2013\1318\Drawings\Preliminary Block Plat\1318 - Natural Resource Protection Plan.dwg SWI-C3D-18_KMB

14. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Neil Gullickson, Planning Development Manager
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Possible Adoption of Resolution No. 2019-20: A resolution authorizing the execution of a Development Agreement between Canyon del Rio Investors, LLC and the City of Flagstaff related to the development of approximately 262 acres of real property generally located at 3200 East Butler Avenue. (**Canyon del Rio Development Agreement**)

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2019-20 by title only
2. City Clerk reads Resolution No. 2019-20 by title only (if approved)
3. Adopt Resolution No. 2019-20

Executive Summary:

State law allows the City to enter into development agreements by resolution. The proposed agreement governs the terms and conditions of the proposed concept zoning and phasing of the development.

City obligations will include reimbursement for upsizing off-site water lines and providing public roadway improvements with proportional share cash payments from the developer. Owner obligations will include the provision of on-site and off-site water and sewer improvements in accordance with the approved Water and Sewer Impact Analysis, cash-in-lieu payments for off-site improvements, and a contribution to the City for affordable housing.

At the May 21 City Council Meeting, the Council directed staff to work with the developer on a series of proposed amendments to the Development Agreement and additional conditions for the Rezone Ordinance. The revised Development Agreement and Ordinance will be considered by Council at the June 4 Council Meeting. Staff has started working with the developer on those items but does not envision having a revised Development Agreement and Ordinance completed for Council consideration prior to posting of the draft agenda on May 24. The revised Development Agreement and Ordinance will be attached to the final agenda, which will be posted on May 31. However, because most of the Development Agreement will remain unchanged, the most recent version of the Agreement is still attached to this item.

*****An updated Development Agreement and new PowerPoint presentation has been attached*****

Financial Impact:

Financial impacts to the City are discussed in the accompanying Concept Zoning Map Amendment and Preliminary Subdivision Plat reports for Canyon del Rio.

Policy Impact:

Policy impacts have been addressed in the accompanying Concept Zoning Map Amendment and Preliminary Subdivision Plat reports for Canyon del Rio.

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

Connections to Council Goals, the Regional Plan and Team Flagstaff Strategic Plan have been addressed in the accompanying Concept Zoning Map Amendment and Preliminary Subdivision Plat reports for Canyon del Rio.

Has There Been Previous Council Decision on This:

A Settlement Agreement, as approved by City Council, was executed on May 13, 2013, and amended on January 29, 2015. The Settlement Agreement outlines how the Zoning Map Amendment will be processed, sets specific development density and intensities, and settles the two pending lawsuits. If the Zoning Map Amendment is approved, the pending lawsuits will be resolved. In response to the Settlement Agreement, Canyon del Rio Investors made an application for a Concept Zoning Map Amendment in November of 2014.

Options and Alternatives:

1. Approve the Development Agreement as presented.
2. Approve the Development Agreement with added, modified, or deleted terms.
3. Remand the Development Agreement back to staff for additional negotiations with the owner.
4. Deny the Development Agreement.

Background/History:

A detailed background of this project was included with the Concept Zoning Map Amendment report.

Key Considerations:

City Obligations:

- The City has agreed to accept cash-in-lieu payments for off-site roadway and water line infrastructure. The improvements include the following:
  - Butler Avenue corridor improvements
  - Fourth Street corridor improvements (I-40 south to Butler Avenue)
  - Fourth Street bridges over I-40
- City will accept cash-in-lieu payment of $667,943 for 428,000 gallons of water storage. City will fund and build the balance of a 1-million-gallon storage facility.

Developer Obligations:

- Workforce Housing: The Developer has agreed to make a cash contribution to the City's affordable housing program. The City will grant a 5% credit towards incentives if applied at future developments.
- New Well Site: Developer will provide land dedication and access easements for two well sites on

the property.

- Water Storage: Developer will provide cash-in-lieu payment towards a 1-million-gallon water storage tank.
- Secondary Water Supply: Developer will provide $1.3 million for secondary water supply infrastructure.
- Roadway Improvements: Developer will provide $2,461,730 in cash-in-lieu payments for frontage and off-site improvements for Butler Avenue, Fourth Street, and the I-40/Butler Avenue intersection.
- All on-site public and private improvements.

Attachments: Res. 2019-20
Development Agreement
Presentation

RESOLUTION NO. 2019-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN CANYON DEL RIO INVESTORS, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 262 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3200 EAST BUTLER AVENUE AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Canyon del Rio Investors, LLC ("Developer") applied for a Concept Zoning Map Amendment and Preliminary Block Plat for a development generally located at 3200 East Butler Avenue, Coconino County, Arizona ("the Property"), in order to construct approximately 226,000 square feet of commercial space and 1,426 rental and for sale residential units/lots across 262 acres; and

WHEREAS, Developer and the City wish to enter into a development agreement, in the form attached to this Resolution as Exhibit A (the "Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Developer and the City; and

WHEREAS, developing the Property under the terms and condition of the proposed Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

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

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the

Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the Development Agreement with the Coconino County recorder no later than ten days after the development agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following its adoption by the City Council.

SECTION 8. PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 4th day of June 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

When recorded, mail to:
City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT
between
THE CITY OF FLAGSTAFF
and
CANYON DEL RIO INVESTORS, LLC

THIS DEVELOPMENT AGREEMENT **(**"Agreement"**)** is entered into this _____day of _____, 2019, by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and Canyon del Rio Investors, LLC, an Arizona limited liability company ("CDRI"**)**, on behalf of itself and the below described CDRI Entities. The City and CDRI are sometimes referred to herein collectively as the "Parties."

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City.

B. CDRI, through three wholly-owned subsidiaries ("CDR Entities" as defined in Section 2.2, below), is the owner of and/or has an interest in the development of approximately 262 acres of real property ("Property" or "CDRI Property") generally located at the southwest corner of the intersection of Butler Avenue and Fourth Street (extended), within the corporate limits of Flagstaff, Arizona, more specifically described in ***Exhibit A*** to this Agreement.

C. The Parties anticipate that the CDRI Property will ultimately be divided into approximately twenty-two (22) parcels (each a "Parcel"), with related roads and open spaces, as generally depicted in ***Exhibit B*** to this Agreement. Each Parcel may, in turn, be further subdivided based on a final plat for the Parcel approved by the City and recorded in accordance with this Agreement.

D. The City has an interest in ensuring that the development of the CDRI Property complies with applicable City standards and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to the City and its residents.

E. CDRI acknowledges that development of the CDRI Property pursuant to this Agreement will be beneficial and advantageous to CDRI by providing assurances to CDRI that it and/or its successors and assigns will have the ability to develop the CDRI Property within the City pursuant to this Agreement.

F. The City and CDRI acknowledge that this Agreement is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. INCORPORATION OF RECITALS

Each of the Recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 "CDRI" or "Owner" shall mean and refer to Canyon del Rio Investors, LLC, an Arizona limited liability company, and any successor-in-interest or assignee of Canyon del Rio Investors, LLC with respect to the CDRI Property, including any portion thereof.

2.2 "CDR Entities" shall mean CDR Land Investors I, LLC, CDR Land Investors II, LLC, and CDR Land Investors III, LLC. The CDR Entities are wholly owned by CDRI.

2.3 "City" shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.4 "Improvements" shall mean and refer to all the improvements, on-site and off-site, which may be constructed from time to time as part of the Project, including, without limitation, public roads, utilities, water-related improvements, driveways, landscaping, and other improvements of any type or kind to be built by CDRI, any successor-in-interest or assignee, in whole or in part, of CDRI, and/or any Improvement District or public financing mechanism that is formed to design and/or construct any or all public improvements within or serving the CDRI Property. As is described in Sections 4.7, 4.9 and 4.10, below, "Improvements" also include certain roadway and water improvements that are constructed by the City and/or the Arizona Department of Transportation ("ADOT") with "in lieu of construction" funds that are provided to the City by CDRI or its successors and assigns.

2.5 "Phase" shall mean and refer to each separate component or portion of the Project which will or may be developed by CDRI pursuant to this Agreement.

2.6 "Project" shall mean and refer to the development of the CDRI Property for the uses, intensities, and densities currently shown in the approved Concept Zoning Plan and any subsequent Concept Zoning Plan, Subdivision Plat and Site Plan that is requested by CDRI and/or its successors or assigns and approved by the City through the City's applicable processes.

2.7 "Property" or "CDRI Property" shall mean and refer to all the

approximately 262 acres of real property which is legally described in ***Exhibit A***.

2.8 "Re-zoned Parcels" shall mean Parcels E-1, E-2, F, G, H, J-1, J-2, K-1, K-2, N, O and P.

2.9 "Zoned Parcels" shall mean Parcels I, Q-1, Q-2, Q-3, R-1, R-2, R-3, R-4, R-5 and S.

2.10 "Zoning Code" shall mean the version of the Flagstaff Zoning Code in effect at the time any entitlements are requested or plans are submitted for approval, unless application of the then current Zoning Code would be contrary with this Agreement, in which case the terms of this Agreement will control, at CDRI's election.

3. CONCEPT ZONING PLAN

The City and CDRI hereby acknowledge the Concept Zoning Plan attached as ***Exhibit C*** to this Agreement ("Concept Zoning Plan") sets forth the basic land uses and the intensity and density of such uses which have been approved by the City for development within the CDRI Property. Notwithstanding anything contained in the foregoing, however, the City acknowledges that, while CDRI intends the CDRI Property to be developed in general conformance with the Concept Zoning Plan, to make the development of the CDRI Property economically viable and otherwise feasible, as it progresses through detailed Platting, formal Site Plan Review, or other processes, or a change in market needs and demands, CDRI and/or its successors and assigns may request modifications to the Concept Zoning Plan, all subject to the City's applicable reviews and approvals, which may include an amendment of this Agreement approved by the Flagstaff City Council ("Council"). Nothing contained herein shall preclude the City from the exercise of its normal review process and requirements in connection with its approval of such submittals.

4. DEVELOPMENT PROVISIONS

4.1 Development Standards. The development of the Project, as well as the standards for off-site and on-site public improvements, will be governed by the City's codes (including the Flagstaff Zoning Code), ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the Project, design review guidelines, the density and intensity of uses, the maximum height and size of the buildings within the Project in existence at the time any improvement plans are submitted for approval (collectively, the "Applicable Rules" or "Rules"), unless application of the Rules would be contrary with this Agreement. Under no circumstances will the Applicable Rules alter, modify or increase the required financial contributions that are expressly stated in Sections 4.7 and 4.10 of this Agreement. All dwelling units constructed in the single-family residential zones (R1) and medium density residential zones (MR) shall meet the 2019 certification requirements for Net-Zero Energy Ready Certified Homes, as established by the U.S. Department of Energy.

4.2 Permits and Fees. CDRI agrees and understands that all building permit fees, Development Fees enacted under A.R.S. § 9-463.05, and other fees normally applicable to construction within the City at the time of application shall apply to construction of all on-site and off-site improvements related to the development of the Project (collectively, "User Fees"), and that

User Fees are subject to change at the discretion of the City Council. All User Fees will be charged at the rate in effect at the time the application is submitted. Under no circumstances will the applicable User Fees alter, modify or increase the required financial contributions that are expressly stated in Sections 4.7 and 4.10 of this Agreement.

4.3 Density and Zoning. The City and CDRI hereby acknowledge the Density and Zoning Plan attached as ***Exhibit D*** to this Agreement ("Density and Zoning Plan") sets forth the zoning designations and densities which have been approved by the City for specific Parcels within the CDRI Property. The Density and Zoning Plan sets forth the maximum density and zoning with respect to each Parcel. If the density identified in the Density and Zoning Plan for any specific parcel does not meet the minimum density established in the Zoning Code, the density for that parcel cannot be further reduced. Notwithstanding any maximum density set forth on ***Exhibit D,*** CDRI may elect to make minor density transfers between and/or among residential Parcels, provided that any such density transfer by CDRI continues to comply with the applicable zoning, and is reasonably approved by the City. Also, notwithstanding the foregoing, CDRI may elect to seek a change to the zoning of any Parcel from that set forth on ***Exhibit D,*** provided that such requested zoning change shall be subject to the City's then-applicable rules and procedures, which may include an amendment of this Agreement approved by the Council.

4.4 Plats & Site Plans. An initial Parcel plat ("Block Plat") will be obtained for the CDRI Property which will be a "plat" as that term is used in the City, but which will only depict Parcel borders, adjacent roadways, spine infrastructure, and large development tracts for the entire Project and will not be required to include or reflect internal Parcel roadway or utility plans or lot, building, or amenity locations. The Block Plat shall be recorded with respect to the Project prior to the issuance of a Final Plat or Final Site Plan for any individual Parcels. Final Plats and Site Plans for Parcels within the Project will conform with Paragraphs (a) through (e), below, and the City will not unreasonably withhold, delay, or condition approval of a Final Plat or Site Plan with respect to a Parcel that is submitted in substantial compliance with this Agreement and the City's Subdivision Ordinance; provided, however, if there is any conflict or inconsistency between any term or provision of this Agreement and any term or provision of the Zoning Code or the City's Subdivision Ordinance, this Agreement will control. This Agreement covers all off-site improvements that will be required based on the Property's impact on regional and municipal infrastructure. The only financial assurances required for Final Plats and Site Plans for Parcels within the Project will arise from work required within the interior (or immediate exterior boundary) of the subject Parcel.

(a) Parcels I, Q-1, Q-2, R1-5, and S Final Plat. CDRI may develop Parcels I, Q-1, Q-2, R1-5, and S ("Residential Parcels") as residential properties with no required attached residential product (i.e., detached single family homes), based upon the zoning designations and densities as set forth in ***Exhibit D.*** All single family detached residential properties within the medium density zoning categories shall either be completed using the PRD option or the R1 development standards. Final Plat approval for any or all of the Residential Parcels may be requested by CDRI as part of a separate subdivision application.

(b) Parcels G, N, O and P Final Plat. Subject to the exception set forth in Section 4.4(e), below, CDRI may develop Parcels G, N, O and P ("Med Density Parcels") as attached single-family residential properties, based upon

the zoning designations and densities as set forth in ***Exhibit D.*** Final Plat approval for any or all of the Med Density Parcels may be requested by CDRI as part of a separate subdivision application.

(c) Parcels J-1 and J-2 Final Plat or Site Plan. CDRI may develop Parcels J-1 and J-2 ("High-Den Reserve Parcels") as multi-family residential properties (e.g., apartments) based upon the zoning designations and densities as set forth in ***Exhibit D.*** Final Plat or Site Plan approval for any or all of the High-Den Reserve Parcels may be requested by CDRI as part of a separate subdivision or site plan application. Development of the multi-family residential properties shall be limited to forty-five (45) feet in height. If CDRI is unable to achieve the target densities identified in Exhibit D with the forty-five (45) foot height limitation, the City will administratively modify the resource protection requirements as follows to allow for the required density: (1) exclude the half streets adjacent to the J-1 and J-2 parcels from the resource protection calculation; and/or (2) reduce the resource protection requirements applicable to trees for the J-1 and J-2 parcels up to 10% (e.g., maximum reduction to a 45% protection requirement).

(d) Parcels E-1, E-2, F, H, K-1, and K-2 Final Plat or Site Plan. CDRI may develop Parcels E-1, E-2, F, H, K-1, and K-2 ("HC Parcels") as Highway Commercial properties, based upon the zoning designations and densities as set forth in ***Exhibit D.*** Final Plat or Site Plan approval for any or all of the HC Parcels may be requested by CDRI as part of a separate subdivision or site plan application. The maximum allowed Floor Area Ratio (FAR) permitted on the HC Parcels shall be 0.20. All commercial development on the HC Parcels shall locate loading docks and business service areas at the rear of the buildings. All loading docks and service areas must be screened pursuant to sections 10-50.20.030.B.5 *Location and Orientation of Building Entrances*, and 10-30.60.070 *Parking Lots, Driveways and Service Areas*, of the Flagstaff Zoning Code.

(e) Parcel O and P Sale. Notwithstanding the provisions of Section 4.4(b) above, Parcel O and/or Parcel P may be sold to, and developed as, a church and/or school site, utilizing the City's Conditional Use Permit process (if applicable).

(f) Duration of Preliminary Block Plat Approval and Vesting. Given the size and significance of the Project and related infrastructure, an extended duration for the Block Plat's preliminary approval is warranted such that Section 11-20-60.040(B) of the City Code will not apply. Instead, the initial approval for the preliminary Block Plat will be for a period of three (3) years from the date this Agreement is recorded. If a complete Final Block Plat submittal has been made within the third (3rd) year following the date this Agreement is recorded, the duration of the preliminary Block Plat will be automatically extended for one (1) year from the date of the completeness determination. If a final Block Plat has not been recorded before the expiration of the preliminary Block Plat, the Block Plat will expire unless otherwise extended by the Director under Section 11-20-60.040(C) of the City Code. The extensions described in this paragraph will not

apply to preliminary Plats or Site Plans for individual Parcels within the CDRI Property and Section 11-20-60.040(B) of the City Code shall govern the duration of those approvals.

4.5 PRD Option. All residentially zoned parcels within the Property may elect the Planned Residential Development ("PRD") option as provided for in Section 10-40.60.270 of the Zoning Ordinance.

4.6 Workforce Affordable Housing. In lieu of transferring Parcel Q-3 to the City for use as workforce or affordable housing ("AH"), CDRI will retain Parcel Q-3 and pay the city an in lieu contribution ("AH In Lieu Contribution"). The AH In Lieu Contribution will be paid to the City in 1,000 equal installments of $400 each as building permits are pulled for the first 1,000 dwelling units (attached and detached single family residential units, and apartment units) constructed on the Property. The AH In Lieu Contribution will be used by the City for AH purposes, as the City may determine are appropriate. CDRI acknowledges the City's target for receipt of AH incentives is ten percent (10%) of the overall residential density within the Property. Parcel Q-3 represents approximately five percent (5%) of the overall residential density for the Property, and if CDRI elects to include additional AH (on Parcels other than Q-3), then in recognition of the payment of the AH In Lieu Contribution, the City will credit five percent (5%) or one-half of the ten percent (10%) requirement when making the AH incentive calculations. ~~CDRI acknowledges the Council's policy to dedicate a percentage of developed units within a project as workforce or affordable housing ("AH") when a zoning map amendment is approved that results in an increase in permitted density on the Property.~~

~~(a) AH Parcel Conveyance. Within forty-five (45) days of the recording of the later to be recorded of this Agreement and the applicable Block Plat, CDRI will convey Parcel Q-3 ("AH Parcel") to the City by special warranty deed, in a form reasonably acceptable to both Parties. Such conveyance will be at no cost to the City, conditioned upon the City's use of the AH Parcel for providing AH. CDRI acknowledges the City's target for receipt of AH incentives is ten percent (10%) of the overall residential density of the Residential component of the Property. The AH Parcel represents approximately five percent (5%) of the overall residential density for the Property, and in the event that CDRI elects to include additional AH (in addition to the AH Parcel), then in recognition of the conveyance of the AH Parcel, the City will credit five percent (5%) or one-half of the ten percent (10%) requirement when making the AH incentive calculations.~~

~~(b)~~(a) ~~AH Parcel Infrastructure. The conveyance of the AH Parcel shall be on an unimproved basis; any improvements to be installed by CDRI or its successor pursuant to this Agreement shall be accomplished as provided in this Agreement. On or before the recording of the Final Plat for Parcel R-4, CDRI will (i) dedicate the portion of the Property designated for the Harold Ranch Road right-of-way, and (ii) at CDRI's sole expense, cause to be installed the "Parcel Q-3 Utility Infrastructure" (as described on ***Exhibit E*** to this Agreement) and the "Parcel Q-3 Roadway Improvements" (as also described on ***Exhibit E***). Notwithstanding anything to the contrary~~

~~stated in this Agreement, (iii) the Parcel Q-3 Utility Infrastructure will be installed only to the property boundary of Parcel Q-3, and (iv) the Parcel Q-3 Roadway Improvements shall be limited to one (1) lane of pavement in each direction to meet ten (10) year storm requirements, with no curb or gutter required.~~

4.7 Butler, Fourth, Butler/Fourth Intersection, and I-40/Butler Interchange Public Improvements and In Lieu of Construction Contributions. Over the course of the buildout of the Project, CDRI will construct or make cash in lieu of construction payments to the City for the regional roadway projects that are described and depicted on ***Exhibit F*** to this Agreement ("Off-Site Improvements Masterplan and Financial Allocation Exhibit") and are further described in the below Table of Regional Roadway Projects and subsections (a) through (d).

Table of Regional Roadway Projects			
	Roadway Projects	In Lieu of Construction Payment Timing	CDRI's Obligation
1	Butler Avenue Half Street	See section a below	$698,295
2	Fourth Street SB Dual Right	See section a below	$21,927
3	Offsite Butler Avenue - Little A to CDR	See section a below	$219,893
4	Butler / Fourth Signal	See section a below	$123,391
5	Butler and Fourth EB Dual Left	See section a below	$38,092
6	Butler and Fourth WB Left	See section a below	$35,541
7	Butler Left Turn Lane at Peak Point	See section a below	$60,177
8	Fourth Street South Half Street	See section a below	$211,527
9	Fourth Street NB Left Turn Lane	See section a below	$62,600
10	Fourth Street NB intersection transition	See section a below	$42,175
11	Butler / Peak Point Signal	See section a below	$250,000
12	Butler and I 40 Interchange Improvements	See section a below	$698,112
		Total:	$2,461,730

(a) Timing and Payments for Butler and 4th Street (South) Roadway Improvements. As shown in the City's FY 2019-23 Capital Improvement Program, the City currently has $3,824,330 for the roadway and related improvement projects identified in the Table of Regional Roadway Projects above ("Project Table"). Upon the recordation of a Parcel-specific Final Plat within the Project or the City's approval of a Parcel-specific Site Plan within the Project, and the City providing a written statement to CDRI that the City is prepared and committed to proceed with Projects one (1) through ten (10) listed in the Project Table (collectively "Projects 1-10") within six (6) months ("Start Notice"), CDRI shall make a lump sum payment to the City for Projects 1-10 in the amount of $1,513,618, allocated as shown on the Project Table. The lump sum payment of $1,513,618 will be made within 30 days of the Start Notice. CDRI's payment to the City will be used by the City for construction of Projects 1-10. The City will move forward with the design, construction and delivery of Projects 1-10 upon receipt of CDRI's in lieu payment of $1,513,618. If a Parcel-specific Final Plat within the Project has not been approved or a Parcel-specific Site Plan within the Project has not been approved by the City

within 33 months after the recordation of this Agreement, and the City is committed to move forward with the design, construction and delivery of Projects 1-10, the City may provide CDRI with written notice of the City's intent to proceed with Projects 1-10 ("Construction Notice"). Within one hundred eighty (180) days following the Construction Notice, CDRI may: (i) pay the cash in lieu obligations for Projects 1-10; or (ii) provide the City with commercially appropriate security for the required payment. For the purpose of this paragraph, the term 'commercially appropriate security' shall mean a first position lien on Parcel(s) within the Project (selected by CDRI) that have a fair market value equal to 150% of the outstanding balance of CDRI's cash in lieu obligation for Projects 1-10. If option (ii) is selected, the outstanding balance will also accrue interest at the rate of five percent (5%) *per annum*, from the expiration of the 180-day period until paid. If CDRI fails to fulfill either (i) or (ii), or reach an alternative accommodation acceptable to the City, in the City's sole discretion, the City shall maintain the right to construct some or all of the improvements described as Projects 1-10, and may, in its sole discretion, alter the scope of those improvements. CDRI acknowledges that if it fails to fulfill option (i) or (ii) above, or reach an alternative accommodation acceptable to the City, in the City's sole discretion, and the City alters the scope of Projects 1-10 or does not construct all of Projects 1-10, no Final Plats or Site Plans for Parcels within the Project will be approved until such time as the improvements described as Projects 1-10 are constructed in accordance with the requirements of this Agreement.

(b) Timing and Payment for Peak Point Intersection. CDRI shall make an additional cash in lieu of construction payment to the City in the amount of $250,000 for the Butler/Peak Point Signal (Project 11 in the Project Table) when the City determines (based on appropriate studies) that the 1,000 vehicles per day (VPD) threshold on Peak Point Road at the intersection with Butler Avenue has been exceeded. No new Parcel-specific Final Plats or Site Plans will be approved after the 1,000 VPD threshold has been reached until the $250,000 cash in lieu of construction payment has been made. The cash in lieu of construction payment for the Butler/Peak Point Signal may be used by the City to construct the Butler/Peak Point Signal, Butler/Peak Point Roundabout or other intersection improvement type at Butler/Peak Point, or for the improvement of the Butler Avenue/Harold Ranch Road intersection as discussed in the approved TIA.

(c) Fourth Street South Improvements. With respect to the Fourth Street roadway south improvements described as Projects 8-10 in the Project Table ("Fourth Street South Improvements"): (i) CDRI may elect to make the lump sum in lieu payment to the City for Projects 8-10 as set forth in the Project Table and described in Paragraph 4.7(a), above; or (ii) CDRI may elect to construct and install the Fourth Street South Improvements, with any costs above the in lieu payment amounts being paid (or reimbursed) by the City using portions of its 2019-23 Capital Improvement Program funding allocation. If CDRI elects to construct and install the Fourth Street South Improvements

under (ii), above, Projects 8-10 as listed in the Project Table will not be subject to in lieu payment as described in Paragraph 4.7(a), above. Except for the specific improvements and expenses identified in ***Exhibit F***/Project Table, Projects 8 - 10, the City agrees that CDRI will not be required to incur any expense or construction obligation in connection with the Fourth Street South Improvements. If CDRI elects to construct east-half roadway or edge improvements on Fourth Street south from Butler and adjacent to Parcels D, L or M, CDRI shall be free to seek a contribution agreement from the applicable Parcel owner(s).

(d) CDRI Contribution Exemptions. Notwithstanding anything to the contrary in this Agreement, CDRI shall not be responsible for the construction or expense of, nor shall same be included in any calculation to determine CDRI's Proportionate Share of any in-lieu payment, for any of the following:

I. Modifying the elevation of (i.e., raise or lower) the existing Butler Avenue and Fourth Street intersection;

II. Modifying the elevation of the existing Butler Avenue roadway leading to, or following from, the Butler Avenue and Fourth Street intersection;

III. Modifying the elevation of the existing Fourth Street roadway leading to, or following from, the Butler Avenue and Fourth Street intersection;

IV. Construction of off-site improvements that are not necessitated by development of the CDRI Property and its anticipated impact on public infrastructure, as determined by the Impact Studies; and

V. Construction of any drainage features or infrastructure required to convey storm water or other runoff under Butler Avenue and/or the Butler Avenue and Fourth Street intersection.

(e) CDRI'S Contribution to the I-40/Butler Traffic Interchange. Except as provided below, construction of the I-40/Butler Traffic Interchange Left Turn Lanes (Project 12 in the Project Table) must be completed prior to the issuance of a building permit for the 500th Dwelling Unit ("DU") within the CDRI Property. The requirement set forth in the preceding sentence is contingent on the Arizona Department of Transportation ("ADOT") permitting construction of the improvements

identified as the "I-40/Butler Traffic Interchange Left Turn Lanes" in the Phasing Plan attached as ***Exhibit G*** to this Agreement. If ADOT fails to permit construction of the I-40/Butler Traffic Interchange Left Turn Lanes, or requires additional improvements that increase the cost of construction of the I-40/Butler Traffic Interchange Left Turn Lanes by more than 10%, then CDRI shall make a cash in lieu of construction payment to the City for the I-40/Butler Traffic Interchange Left Turn Lanes. The amount of the cash in lieu of construction payment will be: (i) $698,112, if the funds will not be used by the City to construct the I-40/Butler Traffic Interchange Left Turn Lanes; or (ii) the estimated cost of construction of the I-40/Butler Traffic Interchange Left Turn Lanes at the time CDRI requests permitting from ADOT, if the funds will be used by the City to construct the I-40/Butler Traffic Interchange Left Turn Lanes ("I-40/Butler Contribution") in accordance with this Paragraph 4.7(e). The I-40/Butler Contribution, if made, will satisfy the CDRI's entire obligation relative to the construction of transportation and roadway improvements at the I-40 and Butler Avenue Interchange and, upon payment, CDRI may proceed with approvals for additional Parcel-specific Final Plats and Site Plans. Under alternative (ii), CDRI's I-40/Butler Contribution shall be provided by the City to ADOT on terms and conditions that are determined by the City and ADOT, which are outside of the scope of this Development Agreement; provided, however, if alternative (i) applies, the City will have the right to use the I-40/Butler Contribution for other area regional traffic improvements, provided that such use does not result in CDRI (or the Property) incurring any future or ongoing obligation or responsibility for the construction of transportation and roadway improvements at the I-40 and Butler Avenue Interchange. If alternative (ii) applies, but the City is unable to reach agreement with ADOT on funding the I-40 and Butler Avenue Interchange improvements or the improvements are not installed for any other reason, then CDRI shall be entitled to receive a refund of any portion of CDRI's I-40/Butler Contribution that exceeds $698,112.

(f) Permit Issuance. CDRI's Regional Roadway Project obligations identified in ***Exhibit F*** and the Project Table will be fully satisfied upon CDRI: (i) making the required cash in lieu of construction payments to the City for Projects 1-11; and (ii) constructing Project 12 or making a cash in lieu of construction for Project 12 pursuant to section 4.7(e) above. Once CDRI's obligations related to Regional Roadway Projects are satisfied, CDRI may continue to request Building Permits, and the City shall continue to issue such Permits irrespective of whether the City has completed construction of the roadway improvements for which CDRI has made a cash in lieu of construction payment to the City.

4.8 Internal Spine - Loop Road. The Internal Spine-Loop Road, as depicted on the Preliminary Block Plat, shall be constructed during the first Phase of construction of the Project, as required under the Phasing Plan. The full street improvements for the Internal Spine-Loop Road

shall exclude sidewalk and landscape along the easterly and northerly edge of the internal spine loop road as depicted in ***Exhibits B and F***. Excluded sidewalk and landscape will be constructed on a Parcel-by-Parcel basis concurrent with the development of each individual Parcel bordering the easterly and northerly edge of the internal spine loop road.

4.9 Drainage Improvements. Attached to this Agreement as ***Exhibit G*** is the "Phasing Plan" for the Property, which includes applicable requirements for fire access, water and sewer service, and other public facilities. Notwithstanding anything to the contrary in any existing or future rainwater harvesting or low impact development ("LID") rules or regulations, development of the Property shall comply with the City's LID requirements up to, but not exceeding, on-site storm water retention of one-half inch notwithstanding that the City's current ordinances impose a rainwater harvesting regulation and LID regulation of one inch (1") on-site storm water retention. Although the 1984 Plan does not include LID or rainwater harvesting provisions, CDRI has agreed to comply with the City's LID requirements up to (but not exceeding) on-site storm water retention of one-half inch (1/2") and the City hereby reconfirms the City's approval of: (i) an exemption from the rainwater harvesting regulations for the CDRI Property; and (ii) application of a one-half inch (1/2") maximum LID requirement to the CDRI Property. In all cases, CDRI will obtain a Drainage Impact Analysis ("DIA") based on the City's LID/storm water standards at the time of preparation, as part of the Impact Studies. Drainage for the CDRI Property will be handled, and LID calculations will be made, on a master-planned basis, with the use of regional drainage facilities.

4.10 Water Improvements. CDRI shall provide to the City, in accordance with Sub-Sections 4.10 (a, b & c) below, the following real-estate or cash in lieu of construction payments for (a) New Well Site, (b) Water Storage, and (c) Secondary Water Source Improvements to be constructed by the City to supplement the City's existing ability to provide water service to the CDRI Property:

(a) New Well Site. CDRI shall provide to the City and its consultants access for exploration and ultimate development of up to two well sites and their associated delivery infrastructure on the Canyon del Rio property. Well sites are anticipated to be between ten thousand and forty thousand square feet. Sites will generally be in the open space areas as depicted on ***Exhibit B*** and the Block Plat. Once sites are identified, CDRI will deed the well site property to the City and provide necessary easements for access and water delivery infrastructure at no cost to the City. CDRI will have no further responsibility for design, permitting, or construction of the well sites and delivery system, and CDRI will be deemed to have satisfied any requirement for new water production to the City. The well(s) are to be financed through the capacity fees only.

(b) Water Storage. CDRI is responsible for providing 428,000 gallons of water storage and funding 20-years of O&M expense on the water storage facilities to satisfy its water storage obligations for the Project and the CDRI Property. CDRI will satisfy its water storage and O&M expense obligations with cash in lieu of construction payments to the City at the time of the issuance of a building permit for the 400th DU or equivalent commercial water usage, within the CDRI Property.

CDRI's cash in lieu of construction payment obligations will be as follows: (i) $535,000 for construction of a storage tank; and (ii) $132,943 for 20 years of O&M expense. The City will design, permit, construct, and maintain the tank and related facilities. CDRI's total cash in lieu of construction payment for water storage will be $667,943, (428,000 gal. at $1.25 per gal. or $535,000 plus $132,943 O&M expense). CDRI will have no restrictions on building permits due to actual water storage capacity or development after the cash in lieu of construction payments are made.

(c) Secondary Water Supply. Prior to recordation of the first Final Plat or the first Site Plan approval for any individual Parcel within the CDRI Property, CDRI will provide a secondary water source for development of the CDRI Property. To satisfy this obligation, CDRI will provide a cash in lieu of construction payment to the City in the amount of $1,300,000. The City will design, permit, construct, and maintain the secondary water source infrastructure. As long as the required cash in lieu of construction payment is made, CDRI will have no restriction on building permits due to secondary water source existence or connections.

CDRI's performance of its property transfer and cash in lieu of construction payment obligations pursuant to this Section 4.10 shall fully satisfy CDRI's above-described Well Site, Water Storage, and Secondary Water Supply obligations, whereupon CDRI and its successors may continue to request Building Permits and the City shall continue to issue such Permits irrespective of whether the City has completed construction of the Water Improvements and/or made them operational.

4.11 Vesting of WISA, TIA and Drainage Report. The Water and Sewer Impact Analysis ("WSIA") that was Approved on July 29, 2015 and was extended until July 29, 2017, the Traffic Impact Analysis ("TIA"), Approved on August 2, 20117, and the Drainage Impact Analysis ("DIA") that was Approved on May 21, 2015**,** shall be deemed vested upon the City's Approval of this Development Agreement. Additional impact analyses will not be required.

4.12 Resource, Open Space and Easement Requirements. The forest and slope resources (collectively, "Resources") previously calculated by Nasser Turk and Shephard Wesnitzer ("NTSW Resource Report") may be used by CDRI as the basis for CDRI's Resource Report. The Resources may exist in two "resource banks" and will be allocated by CDRI within the CDRI Property as Parcels are sold and/or developed. This "banking" will allow Resources within residential areas to be transferred and reallocated to other residential areas and, similarly, Resources within commercial areas to be transferred and reallocated to other commercial areas. Accordingly, while Resource allocations for specific Parcels may vary from applicable zoning requirements, the aggregate Resource allocations for residential and commercial areas within the CDRI Property will be consistent with the City's 1991 Zoning Code or the 2011 Zoning Code, at CDRI's election. CDRI anticipates granting a deed of conservation easement to the Nature Conservancy (or similar non-profit organization) as part of the overall Resource Plan, which may (in CDRI's discretion) include the establishment of a public park, open spaces and/or City's trail system. In addition, CDRI (or CDRI's successors) will grant and/or reconfirm existing and future easements for utilities, drainage, FUTS, etc., which will be included in the final recorded plat for each Parcel within the CDRI

Property (each, a "Final Plat").

4.13 Other Improvements. Except as provided in Section 4.8 with respect to Loop Roads, landscaping shall be deferred and addressed in individual plans for development of specific Parcels.

5. PHASING

The Parties acknowledge that development of the Property will be affected by numerous factors outside the control of CDRI, such as, but not limited to, general economic conditions, interest rates, and market demand. Accordingly, the City acknowledges that CDRI may submit multiple applications from time to time to develop and/or construct portions of the CDRI Property in phases as long as each phase provides for the logical extension of vehicle and pedestrian connectivity, infrastructure, and utilities through the Project, as approved by the City, in compliance with the terms of this Agreement and other applicable provisions of the City's codes, ordinances, regulations, rules, guidelines, and policies. Further, each phase of this development must be designed and constructed to stand alone in perpetuity per Subdivision Regulation 11-20.130.010(B) as well as the approved water and sewer, traffic, and drainage impact analyses. Acknowledging the foregoing, development is currently anticipated to be phased in accordance with the Phasing Plan attached as ***Exhibit G***; provided, however, the Parties agree to reasonable flexibility implementing the Phasing Plan.

6. INFRASTRUCTURE ASSURANCE

Prior to recording the final Block Plat, a Final Plat or Final Site Plan for any Parcel, or the issuance of a permit for the commencement of construction in connection with non-subdivision development, the City shall require the owner of the property in question ("Owner") and/or its designees, grantees or buyers under contract, to provide appropriate assurances in such form and amount as required to assure that the installation of Infrastructure Improvements within that subdivision or other Infrastructure Improvements directly related to such building permit or permits will be completed ("Infrastructure Assurance"). With respect to the final Block Plat, Infrastructure Assurances and final engineering will be phased in accordance with the Phasing Plan.

In such case, the Owner may elect, with the approval of the City, which approval shall not be unreasonably withheld, any one or combination of the following methods of Infrastructure Assurance. All assurances provided by the Owner shall comply with the applicable provisions of the City's subdivision ordinance relating to such assurances. The options, in forms reasonably acceptable to the City (each, an "Acceptable Assurance"), are as follows:

(a) Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the City a performance bond; or

(b) Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the City an irrevocable and unconditional letter of credit which, if necessary, will be acknowledged by the City in accordance with the appropriate

lenders' requirements; or

(c) A letter of financial assurance from Owner's lender or the lender of Owner's assignees, designees, grantees and purchasers under contract; or

(d) Dual Beneficiary Letter of Credit from a recognized financial institution acceptable to the City; or

(e) Cash or certified check, which may be deposited into an escrow account and administered through an escrow agreement between the parties; or

(f) Trust agreements as approved by the City; or

(g) Such other assurance mechanism as may be approved by the City in the exercise of its sole and absolute discretion.

Once the Owner required Infrastructure Assurances have been complied with, the Owner or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract shall have the right, with the approval of the City, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other forms of Acceptable Assurance, as set forth above. If a discrete and self-sustaining portion of the Infrastructure Improvements for which an appropriate assurance has been delivered is dedicated to and accepted by the City, the City agrees to release, within twenty (20) days from such acceptance by the City, the portion of the assurance that relates to the Infrastructure Improvement so completed. The City agrees that within twenty (20) days from the City's acceptance of the particular completed Infrastructure Improvements for which the City has required and the Owner has provided Infrastructure Assurance, the City shall release such Infrastructure Assurance, in whole or in part as may be appropriate under the circumstances.

7. INFRASTRUCTURE FINANCING

7.1 Impact Fees. Subject to the provisions of this Agreement and to the extent permitted by law, Owner agrees to pay all current and future enacted impact fees provided such impact fee is generally and uniformly applicable to the City and is consistent with the provisions of A.R.S. § 9-463.05 if such fee is charged by the City at the time of construction permit issuance. The City of Flagstaff does not currently have adopted utility impact fees. Notwithstanding any contrary provision of this Agreement, if Owner provides, dedicates or pays for any public sites or public infrastructure, the value or costs of which are included as a component of an impact fee pursuant to A.R.S. § 9-463.05, Owner shall receive a credit equal to the value or cost of such public site or infrastructure ("Impact Fee Credit"), to be applied in lieu of existing or future impact fees imposed by the City which relate to or otherwise apply to the Property. In no event may the Impact Fee Credits in each category of impact fees exceed the actual impact fees paid or to be paid by or in connection with development on the Property. Wherever this Agreement provides that Owner shall be entitled to an Impact Fee Credit against any impact fee imposed by the City, the Impact Fee Credit shall be credited to Owner in increments equal to one hundred percent (100%) of the particular

impact fee otherwise applicable to each building permit issued with respect to a home or building or structure to be constructed on the Property, up to the maximum total credit provided for in this Agreement.

7.2 Reimbursement for Oversizing that Benefits Other Properties. The parties acknowledge that if Owner provides or pays for any dedicated public sites or public infrastructure that will directly benefit property or developments other than the Property and the developments thereon, then Owner may seek reimbursement pursuant to City Code Chapter 7-08.

8. DEVELOPMENT PROCESS

8.1 Diligence in Responding to Approval Requests. The City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and will require the City's ongoing participation in the review and approval of modifications and amendments to any phasing plans, site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, and other plans, permit applications and inspections which are a part of the City's current building and development requirements (hereinafter collectively called "Approval Requests"). The City hereby agrees that, in connection with all such Approval Requests relating to the planning or development of the Property or any portion thereof, and the construction of Improvements thereon, it shall cooperate with CDRI in good faith to process all such Approval Requests.

8.2 Manager's Power to Consent. The City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect CDRI and/or the development of the Property. Any request by CDRI to modify the approved engineering standards that is denied by the City Engineer will be resolved by the City Manager pursuant to City Code § 13-06-002-0001.1 et seq., without further action of Council, except for any actions requiring Council approval as a matter of law.

9. DEFAULT; REMEDIES

9.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder.

9.2 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the Parties or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the

conclusion of mediation.

10. GENERAL PROVISIONS

10.1 Effective Date and Term. This Agreement shall be effective ("Effective Date"**)** upon execution by the Parties hereto and Recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate upon the earlier to occur of complete build-out of the CDRI Property or on the fortieth (40) anniversary of the Effective Date, unless this Agreement is rescinded or terminated earlier as provided for herein. However, if any of the CDRI Property still is subject to this Agreement forty (40) years after the Effective Date of this Agreement, this Agreement shall automatically extend without the necessity of any notice, agreement, or recording by or between the parties an additional ten (10) years, for a total of fifty (50) years, at which time this Agreement shall automatically terminate as to the CDRI Property without the necessity of any notice, agreement, or recording by or between the parties.

10.2 Termination as to Lots. The purpose of this Agreement is to provide for development of the CDRI Property in accordance with applicable City standards. Accordingly, although recorded, this Agreement will terminate as to any individual lot, parcel, tract, area, or subdivision ("Lot") within the CDRI Property without the execution or recordation of any further document or instrument as to any Lot, upon the sale of that Lot by CDRI (including any successor-in-interest with respect to all or any portion of the CDRI Property) to end user(s) that purchase completed structures, after the facilities associated with the Project have been constructed, successfully tested, and then dedicated to, and accepted by, the City. Any title insurer can rely on this paragraph with respect to this Agreement when issuing any commitment to insure or when issuing a title insurance policy in connection with the sale of a particular Lot within the Property. Notwithstanding the foregoing automatic termination, once the Project has been constructed, successfully tested, and then dedicated to, and accepted by, the City, upon the request of any developer, the City and any other developers shall execute and record a notice of termination of this Agreement in a form reasonably specified by the requesting developer.

10.3 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:	To CDRI:
City Manager City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001	Canyon del Rio Investors, LLC Attn: Robert M. Semple 2700 N. Central Ave., 9th Floor Phoenix, Arizona 85004
With copies to:	
City Attorney	David E. Shein

211 West Aspen Avenue Flagstaff, Arizona 86001	Shein Phanse Adkins, P.C. 6720 North Scottsdale Road Suite 261 Scottsdale, Arizona 85253

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

10.4 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

10.5 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

10.6 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. CDRI represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona, that it is duly qualified to do business in the State of Arizona, and is in good standing under applicable state laws. CDRI and the City warrant to each other that the individual executing this Agreement on behalf of his/her respective party is authorized and empowered to bind the party on whose behalf each individual is signing. CDRI warrants and represents to the City that by entering into this Agreement, CDRI has bound the CDRI Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

10.7 Entire Agreement. This Agreement, including the following Exhibits which are incorporated into this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. Notwithstanding the foregoing, CDRI may, without requiring any Amendment to this Agreement, request modifications to any Exhibit(s) provided that such modification(s) is subject to the City's then-applicable review process and approvals. This Section 10.7 applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this Section 10.7 has no effect on them.

Exhibit A	***Legal Description of Property***
Exhibit B	***Parcel Map***
Exhibit C	***Concept Zoning Plan***
Exhibit D	***Density and Zoning Plan***
Exhibit E	***Parcel Q-3 Utility Infrastructure Improvements***
Exhibit F	***Off-Site Improvements / Financial Allocations***

Exhibit G Phasing Plan

10.8 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the CDRI Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns that own (at the time of the Amendment) the portion(s) of the CDRI Property that is included in the Amendment. Consent is not required from owners of property(ies) within the CDRI Property that are not included in the Amendment. The City shall record the amendment in the official records of the Coconino County Recorder.

10.9 Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, will not be affected thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law.

10.10 Controlling Law and Choice of Forum. This Agreement and all questions relating to its validity, interpretation, performance, and inducement shall be governed by and construed, interpreted, and enforced in accordance with the substantive laws of the State of Arizona (without reference to conflict of law principles). Any action pertaining to this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona, in and for the County of Maricopa, and all parties irrevocably consent to exclusive jurisdiction and venue in such court for such purposes.

10.11 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and CDRI execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

10.12 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between CDRI and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

10.13 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

10.14 Compliance with All Laws. CDRI and the City will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations and policies.

10.15 Successors and Assigns. CDRI (including its successors and assigns) shall be entitled to assign its interest in this Agreement, in whole or in part, to any person or entity, provided that the City receives notice of such assignment from the assignor with the name, address, and designated representative of the assignee, accompanied by a written instrument (a true and correct copy of which shall be provided to the City) pursuant to which the assignee has agreed to be bound by this Agreement and assumed all obligations of the assignor with respect to the Parcel or Parcels (which may include the entire CDRI Property), and upon such receipt by the City, and without any action by the City, then with respect to the Parcel or Parcels assigned (which may include the entire CDRI Property), the assignor shall be released from any obligations or liabilities arising under this Agreement from and after the date of the assignment.

10.16 Vested Rights. Nothing in this Development Agreement shall preclude CDRI (including its successors and assigns) from claiming that CDRI has vested rights to complete the development of the Project in reliance on Rezoning Ordinance No. 2019-14 ("Rezoning Ordinance").

10.17 Additional Instruments and Acts. Without limiting the provisions of this Agreement, the parties shall promptly execute and deliver all such other instruments and take all such other action as any party may reasonably request from time to time, before or after the execution of this Agreement, in order to effectuate the actions and transactions contemplated by this Agreement.

10.18 Estoppel Certificate. Any Owner may request of the City Manager, and the City Manager or his designee shall, within thirty (30) calendar days, respond and certify by written instrument to the requesting party that (a) the Rezoning Ordinance is unmodified and in full force and effect, or if there have been modifications, that the Rezoning Ordinance is in full force and effect as modified, stating the nature and date of such modifications; (b) there is or is not a default under that Rezoning Ordinance or this Agreement and the scope and nature of the default; and (c) the City has or does not have any existing or pending legal or equitable claims against any party with an ownership interest in the Property. In the event an Owner has not received an estoppel certificate within thirty (30) days from the date of the request, then in such event, that Owner shall be entitled to prepare an estoppel certificate and deliver the certificate to the City Manager, and such estoppel certificate shall be binding upon the City.

10.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which will constitute one and the same agreement.

Dated as of the Effective Date, by:

City of Flagstaff

_____

_____, Mayor

Canyon del Rio Investors, LLC, for itself and the CDR Entities

By:_____

Name:_____
Attest: Title:_____

_____
_____, City Clerk

Approved as to form and authority:

_____
_____, City Attorney

STATE OF ARIZONA)
COUNTY OF_____)

ACKNOWLEDGMENT

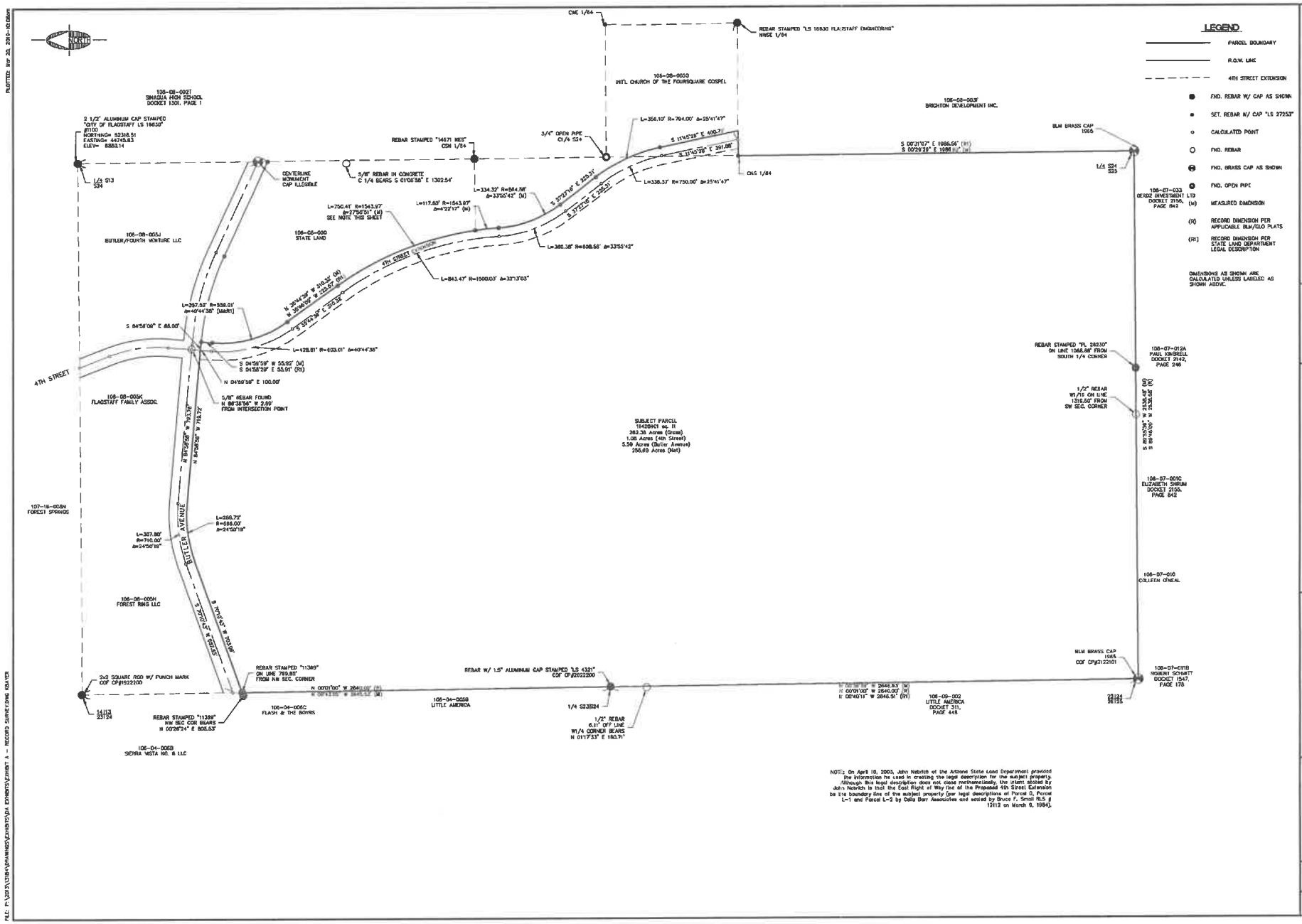
On this __ day of _____, 2019, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Canyon del Rio Investors, LLC, an Arizona limited liability company, for the purposes therein contained.

_____
Notary Public

My Commission Expires:_____

Exhibit A

Legal Description of the CDR Core Development, 262-acre



FLAGSTAFF ARIZONA

CANYON DEL RIO

EXHIBIT A
LEGAL DESCRIPTION

JOB NO. 13164
DATE: MAR 19
SCALE: N.T.S.
DRAWN: SPJ
DESIGN: SPJ
CHECKED: DLC

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.774.1554
928.774.8924 fax
www.swiaz.com

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Call at least two full working days before you plan to excavate
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
EXA

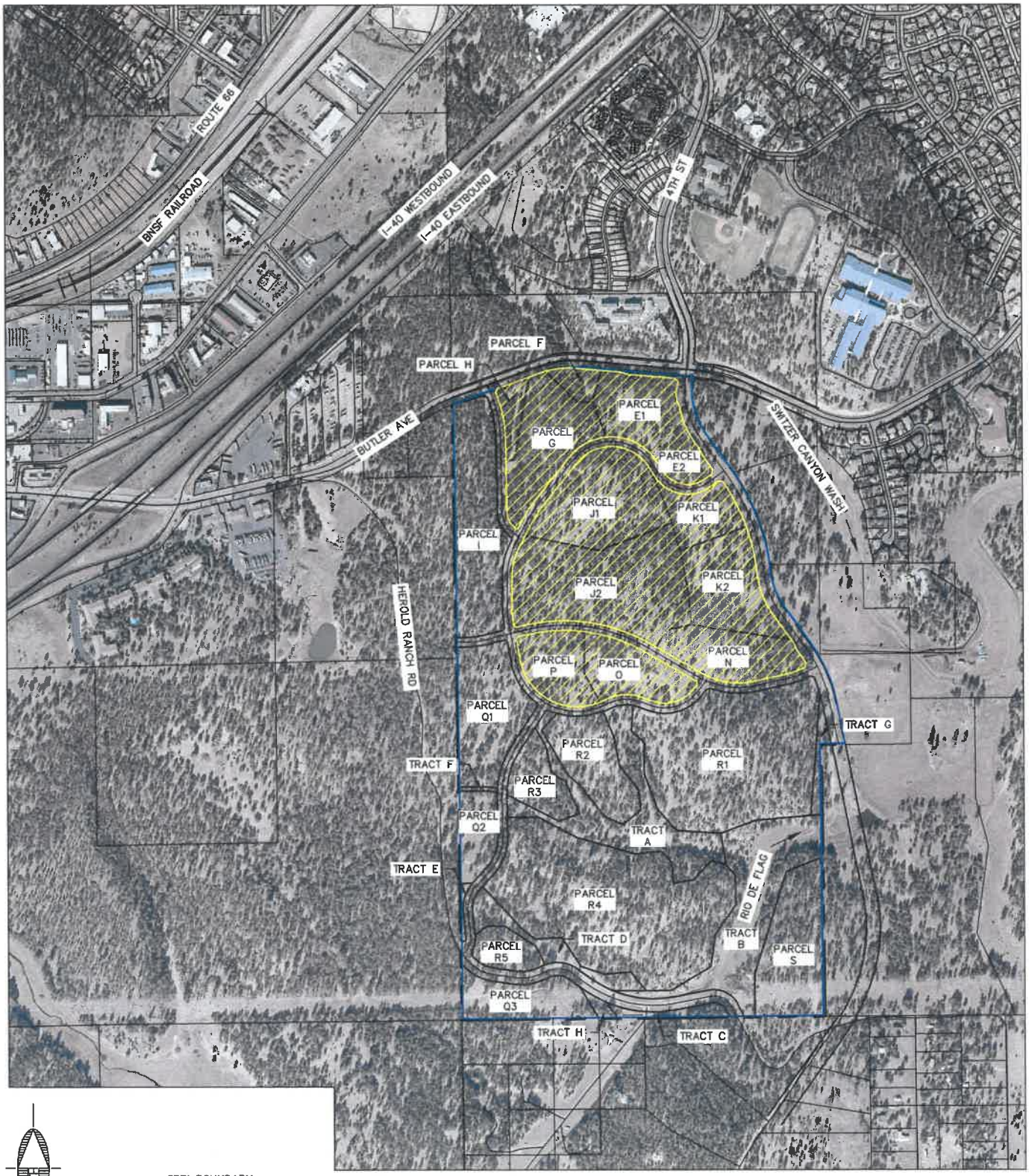
SHT NO. 1 OF 1

PLOTTED: Mar 28, 2019 - 10:08am

FILE: P:\2013\13164\DRAWINGS\EXHIBITS\01A EXHIBITS\EXHIBIT A - RECORD SURVEY.DWG XREF'ER

Exhibit B

CDR Vicinity Map with Map Amendment Parcels Defined



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

JOB NO.	13184
DATE	MAR 19
SCALE	1"=1000'
DRAWN	SCI/KMF
DESIGN	SCI
CHECKED	SCI

CANYON DEL RIO

FLAGSTAFF
ARIZONA

EXHIBIT B
VICINITY MAP

SHEET 1 OF 1

PLOTTED: Mar 19, 2019-1:18pm

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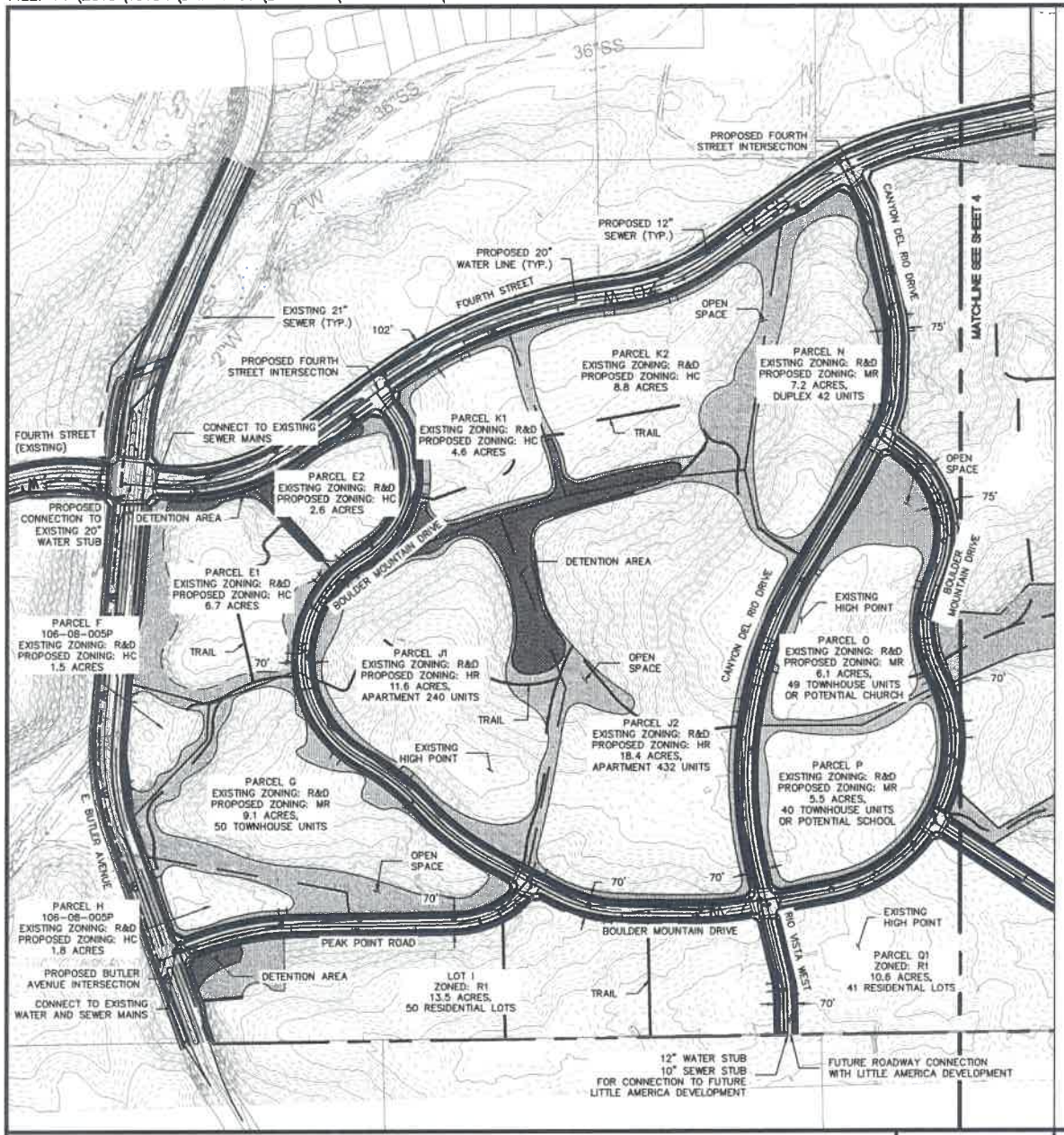
Exhibit C

Concept Zone Plan

(2 pages)

FILE: P:\2013\13184\DRAWINGS\EXHIBITS\DA EXHIBITS\EXHIBIT C -- CONCEPT ZONE PLAN.DWG KBAYER

PLOTTED: Mar 28, 2019–3:27pm



NORTH

NOTES:

1. PURSUANT TO THE APPROVED DRAINAGE IMPACT ANALYSIS (DIA), THE DEVELOPER SHALL MITIGATE THE IDENTIFIED DOWNSTREAM IMPACTS. THE DIA HAS IDENTIFIED SEVERAL CONCEPTUAL MITIGATION STRATEGIES INCLUDING ON-SITE AND OFF-SITE MITIGATIONS. PRIOR TO APPROVAL OF THE FIRST SITE PLAN AND/OR SUBDIVISION PLAT OR ANY DEVELOPMENT, SPECIFIC STRATEGIES MUST BE IDENTIFIED AND APPROVED BY THE CITY AND REFLECTED ACCORDINGLY ON ANY PLATS AND/OR PLANS. IF ON-SITE STRATEGIES ARE CHOSEN, EACH PHASE OF DEVELOPMENT SHALL MITIGATE PROPORTIONAL IMPACTS. A MASTER PLAN FOR PHASING OF ON-SITE MITIGATIONS MAY BE REQUIRED TO ENSURE THAT EACH PHASE CAN MITIGATE PROPORTIONAL IMPACTS. EACH PHASE OF DEVELOPMENT SHALL MITIGATE THEIR FAIR PROPORTIONATE SHARE OF THE IMPACT IDENTIFIED IN THE DIA .DETENTION, LID, AND RETENTION MUST STAND ALONE FOR EACH PHASE OF THE PROJECT. ANY PHASE REQUIRING OFFSITE IMPROVEMENTS IMPACTING DRAINAGE COURSES, PEAK FLOWS OR TOTAL RUNOFF VOLUME, SUCH AS THE SPINE ROAD, WILL MITIGATE THESE IMPACTS WITH THE IMPLEMENTATION OF SAID PHASE.
2. FUTS AND SOCIAL TRAIL LOCATIONS WILL BE COORDINATED WITH THE FINAL DETENTION BASIN DESIGN.
3. FUTS TO BE CONSTRUCTED OR REVITALIZED PER C.O.F. DETAIL 14-01-010.

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- LOT
- PROPOSED SOCIAL TRAIL
- PROPOSED FUTS TRAIL
- EXISTING FUTS TRAIL
- PROPOSED DETENTION BASIN (ACREAGE TO BE DETERMINED DURING FINAL DESIGN)
- PROPOSED OPEN SPACE (54 ACRES)
- 100-YEAR FLOODPLAIN (8.71 ACRES)

Shephard Wesnitzer, Inc.

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Flagstaff, AZ 86001
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928.774.8934 fax

www.swiaz.com

JOB NO.	13184
DATE	MAR 19
SCALE	1"=500'
DRAWN	SCI/KMF
DESIGN	SCI
CHECKED	GEC

CANYON DEL RIO

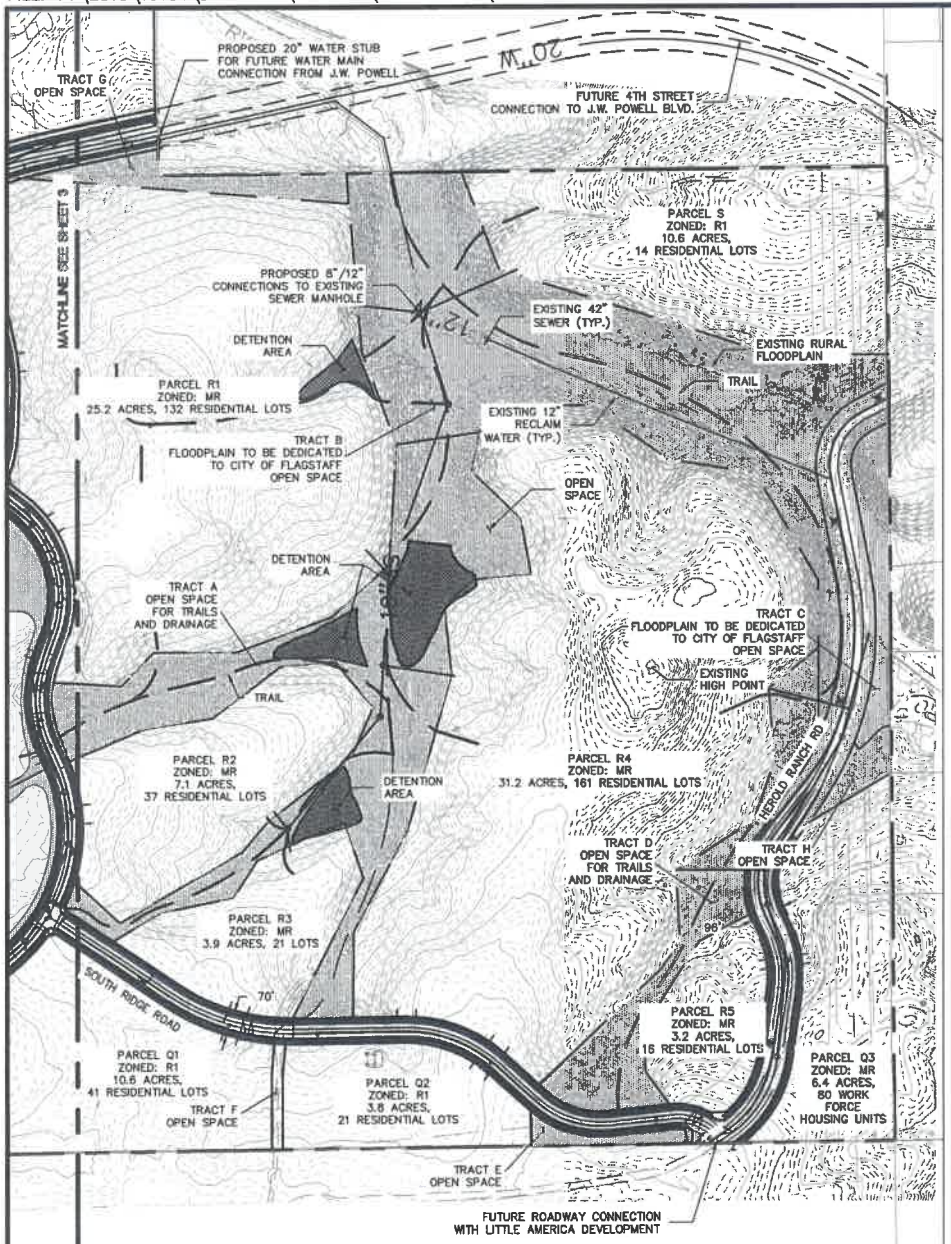
FLAGSTAFF
ARIZONA

EXHIBIT C
CONCEPT ZONE PLAN

SHEET 1 OF 2

FILE: P:\2013\13184\DRAWINGS\EXHIBITS\DA EXHIBITS\EXHIBIT C – CONCEPT ZONE PLAN.DWG KBAYER

PLOTTED: Mar 28, 2019–3:26pm



NORTH

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LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- LOT
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JOB NO.	13184
DATE	MAR 19
SCALE	1"=500'
DRAWN	SCI/KMF
DESIGN	SCI
CHECKED	GEC

CANYON DEL RIO

FLAGSTAFF ARIZONA

EXHIBIT C
CONCEPT ZONE PLAN

SHEET 2 OF 2

Exhibit D

Density Chart

PLOTTED: Mar 28, 2019–3:30pm

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LOT COVERAGE/BUILDING INFORMATION

Parcel	Existing Zoning	Proposed Zoning	Use	Net Acreage	Development Units	0.20 FAR SF
E-1	R&D - Research and Development	HC-Highway Commercial	Office/Retail	6.4	N/A	55,757
E-2	R&D - Research and Development	HC-Highway Commercial	Office/Retail	2.7	N/A	23,522
F	R&D - Research and Development	HC-Highway Commercial	Office/Retail	1.4	N/A	12,197
G	R&D - Research and Development	MR-Medium Density Residential	Attached Residential	9.1	50	N/A
H	R&D - Research and Development	HC-Highway Commercial	Office/Retail	1.8	N/A	15,682
I	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	13.4	50	N/A
J-1	R&D - Research and Development	HR-High Density Residential	Attached Residential/Multi-Family/Apartments	11.6	240	N/A
J-2	R&D - Research and Development	HR-High Density Residential	Attached Residential/Multi-Family/Apartments	18.4	432	N/A
K-1	R&D - Research and Development	HC-Highway Commercial	Retail	4.6	N/A	40,075
K-2	R&D - Research and Development	HC-Highway Commercial	Retail	8.8	N/A	76,666
N	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Duplex Units	7.1	42	N/A
O	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Church or School	6.1	49	N/A
P	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Church or School	5.4	40	N/A
Q-1	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	10.2	41	N/A
Q-2	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	3.9	21	N/A
Q-3	MR-Medium Density Residential	MR-Medium Density Residential	Attached Residential/Duplex Units	6	80	N/A
R-1 thru 5	MR-Medium Density Residential	MR-Medium Density Residential	Detached Residential	73.2	367	N/A
S	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	10.6	14	N/A
Total Commercial Acreage				25.7		
Total Residential Units				1426		
Total Acreage ROW				28.6		

Notes:

1. Open space areas are reserved throughout the project consisting of areas between parcels and the floodplain areas within the Rio De Flag. Refer to Sheet 3 for the locations of open space and trails.

2. Floor areas shown on parcels E1/E2, K1/K2, and F are from the site capacity calculations. Ultimate maximum floor areas may be different based on the actual type of development. A 0.20 FAR was used for the impact analyses and also for calculating the building square footages listed in the table.

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DESIGN	KMF
CHECKED	SCI

CANYON DEL RIO — FLAGSTAFF ARIZONA

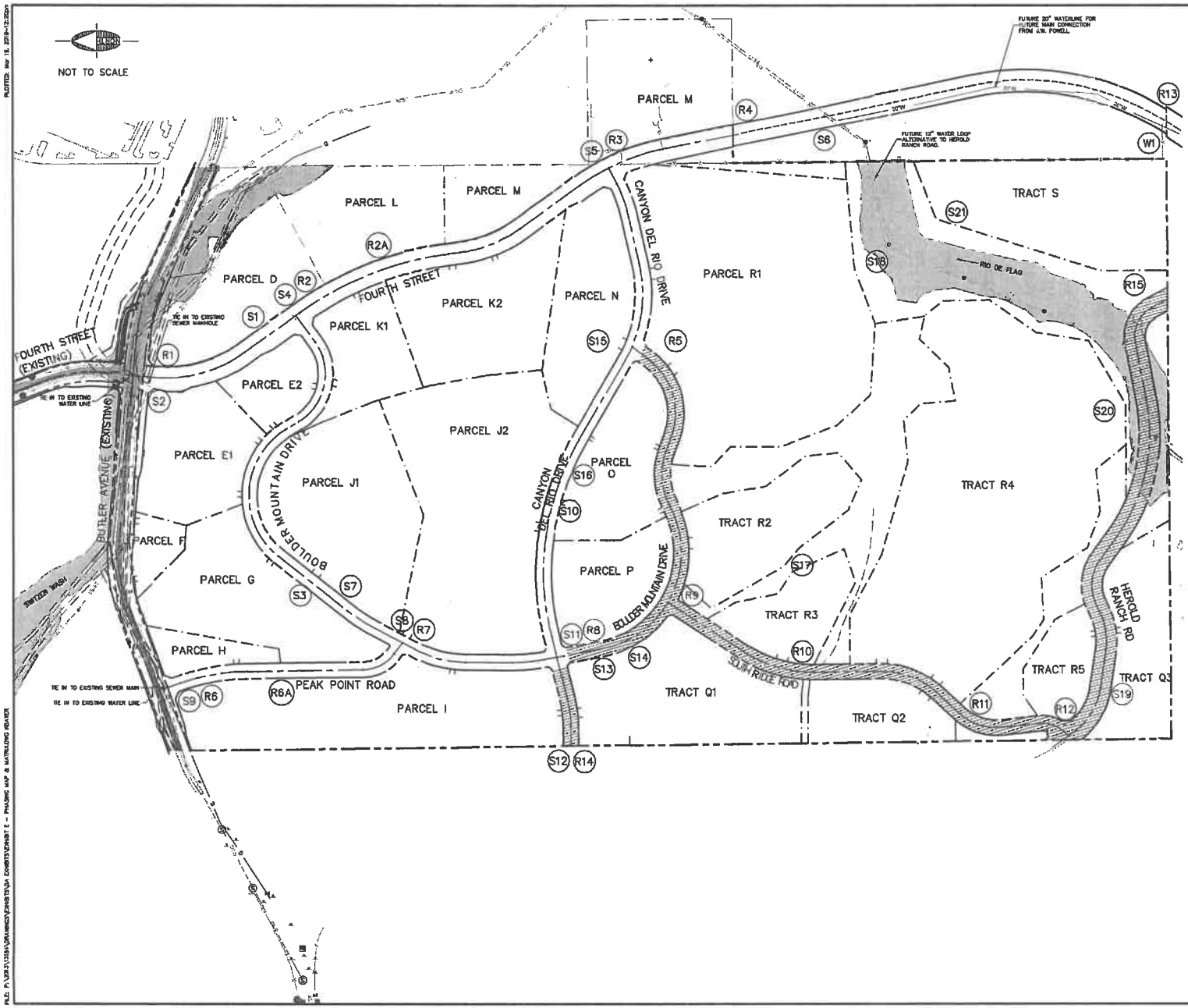
EXHIBIT D
DENSITY CHART

SHEET 1 OF 1

Exhibit E

Phasing Map and Matrix

(2-sheets)



(S12) LIMITS OF SEWER IMPROVEMENTS

(R12) LIMITS OF ROADWAY IMPROVEMENTS AND OR WATER IMPROVEMENTS

(W1) LIMITS OF WATER ONLY IMPROVEMENTS

NOTE: REFER TO DWG PH02 FOR A PHASING TABLE.

PLOTTED: Mar 18, 2019-12:20pm

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FLAGSTAFF ARIZONA

CANYON DEL RIO

EXHIBIT E
PHASING MAP

JOB NO: 13189
DATE: MAR 19
SCALE: AS SHOWN
DRAWN: SG
DESIGN: SG
CHECKED: GEO

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PH01

SHT NO. 1 OF 2

Portion of Canyon del Rio Rezoning Submittal	Project Phasing Matrix - Required Infrastructure for Each Parcel																					
	E1	E2	F	H	K1	K2	O	I	Q1	Q2	Q3	R1	R2	R3	R4	R5	S	G	J1	J2	N	P
Roadways & Waterline - Internal Looping Required to Parcel																						
4th St. between Butler & Boulder Mtn. (R1-R2)	X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
4th St. along K1 frontage (R2-R2A)					X																	
4th St. between Boulder Mtn. & Canyon Del Rio Dr. (R2-R3)						X	X		X	X	X	X	X	X	X	X	X			X	X	X
4th St. between Canyon Del Rio Dr. & Parcel Entry (R3-R4)												X					X					
4th St. between Parcel Entry & Parcel "S" (R4-R13)																	X					
Boulder Mtn. between 4th & Peak Pt (R7-R2)	X	X			X			X										X	X			
Boulder Mtn. between Peak Pt & Canyon Del Rio Dr. (R1-R8)						X	X	X	X	X	X	X	X	X	X	X				X	X	X
Peak Pt Rd (R8-R7)	X	X			X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X
Peak Pt Rd (R4-R8A)				X																		
Canyon Del Rio Dr. between 4th and Boulder Mtn. (R3-R5)						X	X		X	X	X	X	X	X	X	X				X	X	X
Canyon Del Rio Dr. between Boulder Mtn. (E) & Boulder Mtn. (W) (R5-R8)						X	X													X	X	X
Canyon Del Rio Dr. between Boulder Mtn. (W) & Parcel Entry (W) (R8-R14)								X	X													
S Ridge between Boulder Mtn. & R3 (R9-R10)									X	X	X			X	X	X						
S Ridge between R3 & Q2 (R10-R11)										X	X				X	X						
S Ridge between Q2 & Harold Ranch (L44) (R11-R12)											X				X	X						
Harold Ranch between S Ridge & Parcel Entry (E) (R12-R15)											X					X						
Boulder Mtn. Drive from Canyon Del Rio Dr. to South Ridge (R5-R9)									X	X	X	X	X	X	X	X						X
Boulder Mtn. Drive from Canyon Del Rio Dr. to South Ridge Drive (R5-R9)									X	X	X	X	X	X	X	X						X
12" Water between Harold Ranch Road and Fourth Street (W1)															X	X	X					
Sewerline Segments																						
4th St. from just N of Boulder Mtn. to Butler (S1-S2)	X	X																				
Peak Pt Rd to Butler (S8-S9)								X										X		X		
Boulder Mtn. high pt (N) along Boulder Mtn. then 4th until connection to ex sewer within Rio de Flag (S3,S4,S5,S6)					X	X													X	X		
Boulder Mtn. high pt (N) to Peak Pt Road (S7-S8)																		X	X			
Boulder Mtn. high pt (S) to Peak Pt (S13,S11,S8,S9)				X				X	X									X		X		X
Boulder Mtn. high pt (S) then Canyon Del Rio Dr. to 4th (S14,S15, S5, S6)							X					X									X	X
Canyon Del Rio Dr. high pt to Boulder Mtn. (W) (S10-S11)							X													X		X
Canyon Del Rio Dr. parcel boundary to Boulder Mtn. (W) (S12-S11)								X	X													
Canyon Del Rio Dr. High pt to Boulder Mtn. (E) (S16-S15)								X												X	X	
S Ridge Rd to Boulder Mtn. (S17-S18)									X	X		X	X	X	X							
Harold Ranch to ex sewer within Rio de Flag (S19-S20)											X				X	X						
Parcel "S" connection to ex sewer within Rio de Flag (S21-S18)																	X					
Boulder Mtn. - Canyon Del Rio Dr. to Peak Pt (S11-S8)								X												X		

Notes:

1. Prior to development of 400 residential units or 400,000-sf of commercial (1 residential unit = 1,000sf commercial) Secondary Access may consist of a single 12' paved lane.
2. Butler COF capital project not addressed in Phasing Plan
3. Parcels H & F assume water and sewer service off existing mains in Butler.
4. Some alternate scenarios are possible for secondary access and looping the water system. If the 20" water line is not constructed prior to Parcels Q2, R3, R4, R5, Q3, and S a 12" water line will be constructed in the Rio De Flag Floodplain. It will parallel the existing sewer main and will connect the 8" water line in Harold Ranch Road to the water line stub on the south side of the intersection of Fourth Street and Canyon del Rio Drive.
5. Parcels Q1 and Q2 are also dependant upon development of sewer through Parcels R3 and R4 respectively.
6. Traffic volume considerations have not been considered as part of this analysis. Right-of-way improvements will be established through the TIA and/or individual subdivision tract improvements.
7. Parcels south of the southern portion of Boulder Mountain Drive will require internal roadway and connectivity to provide two points of access and water service
8. Pursuant to the approved Drainage Impact Analysis (DIA), the developer shall mitigate the identified downstream impacts. The DIA has identified several conceptual mitigation strategies including on-site and off-site mitigations. Prior to approval of the first site plan and/or subdivision plat or any development, specific strategies must be identified and approved by the City and reflected accordingly on any Plats and/or Plans. If on-site strategies are chosen, each phase of development shall mitigate proportional impacts. A master plan for phasing of on-site mitigations may be required to ensure that each phase can mitigate proportional impacts. Each phase of development shall mitigate their fair proportionate share of the impact identified in the DIA. Detention, LID, and retention must stand alone for each phase of the project. Any phase requiring offsite improvements impacting drainage courses, peak flows or total runoff volume, such as the spine road, will mitigate these impacts with the implementation of said phase.
9. This table is intended to show just the utilities required to serve each parcel. It is assumed that any roads needed to serve a parcel will also need to have the water and sewer installed at the same time as the road regardless as to whether or not that particular parcel needs the water and sewer infrastructure. Please note all parcels will have to go through the Community Development Site Plan or Platting process and meet the City of Flagstaff Zoning Code and Engineering Standards, at the time of submittal, including but not limited to access, utilities, resources, and stormwater
11. If the 20" water line is not construction prior to Parcels Q2, R3, R4, R5, Q3, and S a 12" water line will be constructed in the Rio De Flag Floodplain. It will parallel the existing sewer main and will connect the 8" water line in Harold Ranch Road to the water line stub on the south side of the intersection of Fourth Street and Canyon Del Rio Drive.
12. The "Spine roads," which include Boulder Mountain Drive, Peak Point Road, and the northern section of Canyon Del Rio Drive, and utility infrastructure will be constructed prior to any development the proposed parcels.

EXAMPLE
TO DETERMINE THE REQUIRED INFRASTRUCTURE ASSOCIATED WITH ANY OF THE PARCELS, LOCATE THE PARCEL ALONG THE TOP OF THE TABLE AND SCROLL DOWN UNTIL THERE IS AN 'X'. THE 'X' CORRESPONDS TO THE REQUIRED INFRASTRUCTURE – WATER, SEWER, ROADWAY. EACH SEGMENT OF INFRASTRUCTURE INCLUDES ABBREVIATED LETTERS AND NUMBERS THAT CORRESPOND TO THE PHASING PLAN SHOWN ON DWG PH01. THE FOLLOWING IS AN EXAMPLE FOR PARCEL J2:

THE FIRST 'X' CORRESPONDS TO THE REQUIRED ROADWAY AND WATERLINE THAT WILL NEED TO BE CONSTRUCTED ON 4TH STREET BETWEEN BUTLER AND BOULDER MOUNTAIN DRIVE (R1–R2). REFER TO 4TH STREET AND LOCATE R1 AND R2 TO SEE THE SEGMENT OF WATER AND SEWER THAT NEEDS TO BE CONSTRUCTED. THE REMAINING ROADWAY AND WATERLINES THAT WILL NEED TO BE CONSTRUCTED ARE 4TH STREET BETWEEN BOULDER MOUNTAIN DRIVE AND Canyon Del Rio Dr. DEL RIO DRIVE, BOULDER MOUNTAIN DRIVE BETWEEN PEAK POINT ROAD AND Canyon Del Rio Dr. DEL RIO DRIVE, PEAK POINT ROAD, Canyon Del Rio Dr. DEL RIO DRIVE BETWEEN 4TH STREET AND BOULDER MOUNTAIN DRIVE, Canyon Del Rio Dr. DEL RIO DRIVE BETWEEN BOULDER MOUNTAIN DRIVE (EAST) AND BOULDER MOUNTAIN DRIVE (WEST). THE SEWERLINE SEGMENTS WILL NEED TO BE CONSTRUCTED ALONG PEAK POINT ROAD FROM BOULDER MOUNTAIN DRIVE TO BUTLER AVENUE, AND IN BOULDER MOUNTAIN DRIVE FROM THE HIGH POINT OF THE SUBDIVISION TO 4TH STREET, THEN TO THE EXISTING SEWER MANHOLE WITHIN THE RIO DE FLAG WASH.

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FLAGSTAFF ARIZONA

CANYON DEL RIO

JOB NO: 13184
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EXHIBIT E
PHASING MATRIX

DRAWING NO.
PH02

SHT NO. 2 OF 2

Exhibit F

Offsite Improvements Master Plan &Financial Allocation Exhibit

(color critical document)

FILE: P:\2013\13184\DRAWINGS\EXHIBITS\DA EXHIBITS\EXHIBIT F – OFFSITE IMPROVEMENTS MASTERPLAN & FINANCIAL ALLOCATION.DWG KBAYER

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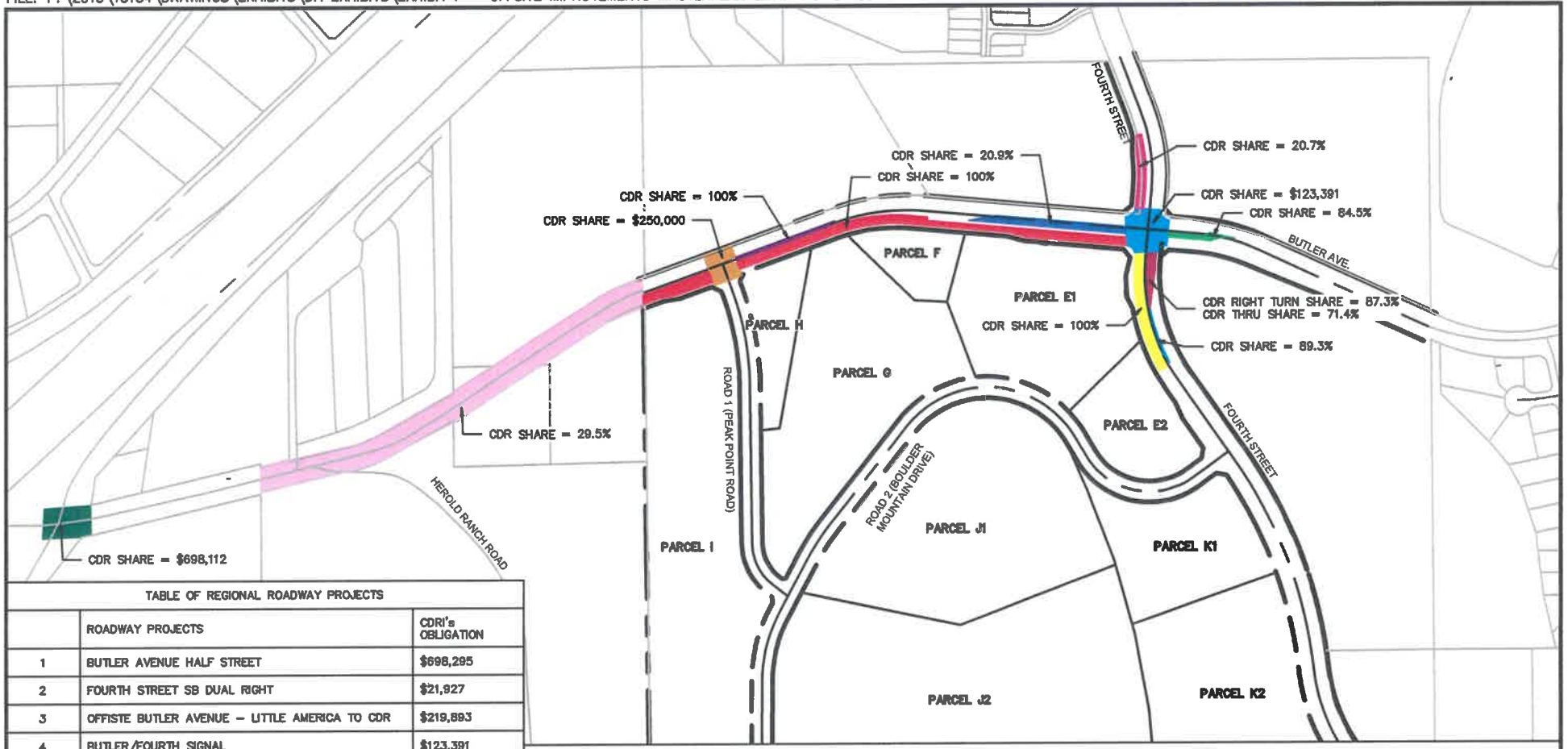

TABLE OF REGIONAL ROADWAY PROJECTS		
	ROADWAY PROJECTS	CDRI's OBLIGATION
1	BUTLER AVENUE HALF STREET	$698,295
2	FOURTH STREET SB DUAL RIGHT	$21,927
3	OFFISTE BUTLER AVENUE – LITTLE AMERICA TO CDR	$219,893
4	BUTLER/FOURTH SIGNAL	$123,391
5	BUTLER/FOURTH EB DUAL LEFT	$38,092
6	BUTLER/FOURTH WB LEFT	$35,541
7	BUTLER LEFT TURN LANE AT PEAK POINT	$60,177
8	FOURTH STREET SOUTH HALF STREET	$211,527
9	FOURTH STREET NB LEFT TURN LANE	$62,600
10	FOURTH STREET NB INTERSECTION TRANSITION	$42,175
11	BUTLER/PEAK POINT SIGNAL	$250,000
12	BUTLER/I–40 INTERCHANGE IMPROVEMENTS	$698,112
TOTAL		$2,461,730

LEGEND

- BUTLER AVENUE HALF STREET IMPROVEMENTS
- FOURTH STREET HALF STREET IMPROVEMENTS
- BUTLER AVENUE EASTBOUND DUAL LEFT TURN LANES
- BUTLER AVENUE WESTBOUND LEFT TURN LANE
- FOURTH STREET NORTHBOUND LEFT TURN LANE
- FOURTH STREET SOUTHBOUND DUAL RIGHT TURN LANES
- FOURTH STREET NORTHBOUND INTERSECTION TRANSITION
- BUTLER AVENUE OFFISTE
- BUTLER AVENUE WESTBOUND LEFT TURN LANE TO PEAK POINT
- BUTLER AVENUE/PEAK POINT SIGNAL
- FOURTH STREET/FOURTH STREET SIGNAL
- I–40 TRAFFIC INTERCHANGE IMPROVEMENTS
- 100–YR FLOODPLAIN

NORTH

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CANYON DEL RIO

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EXHIBIT F – OFFSITE IMPROVEMENTS MASTER PLAN & FINANCIAL ALLOCATION EXHIBIT

SHEET 1 OF 1

Exhibit G

Butler Avenue & I-40 Improvements

(color critical document)

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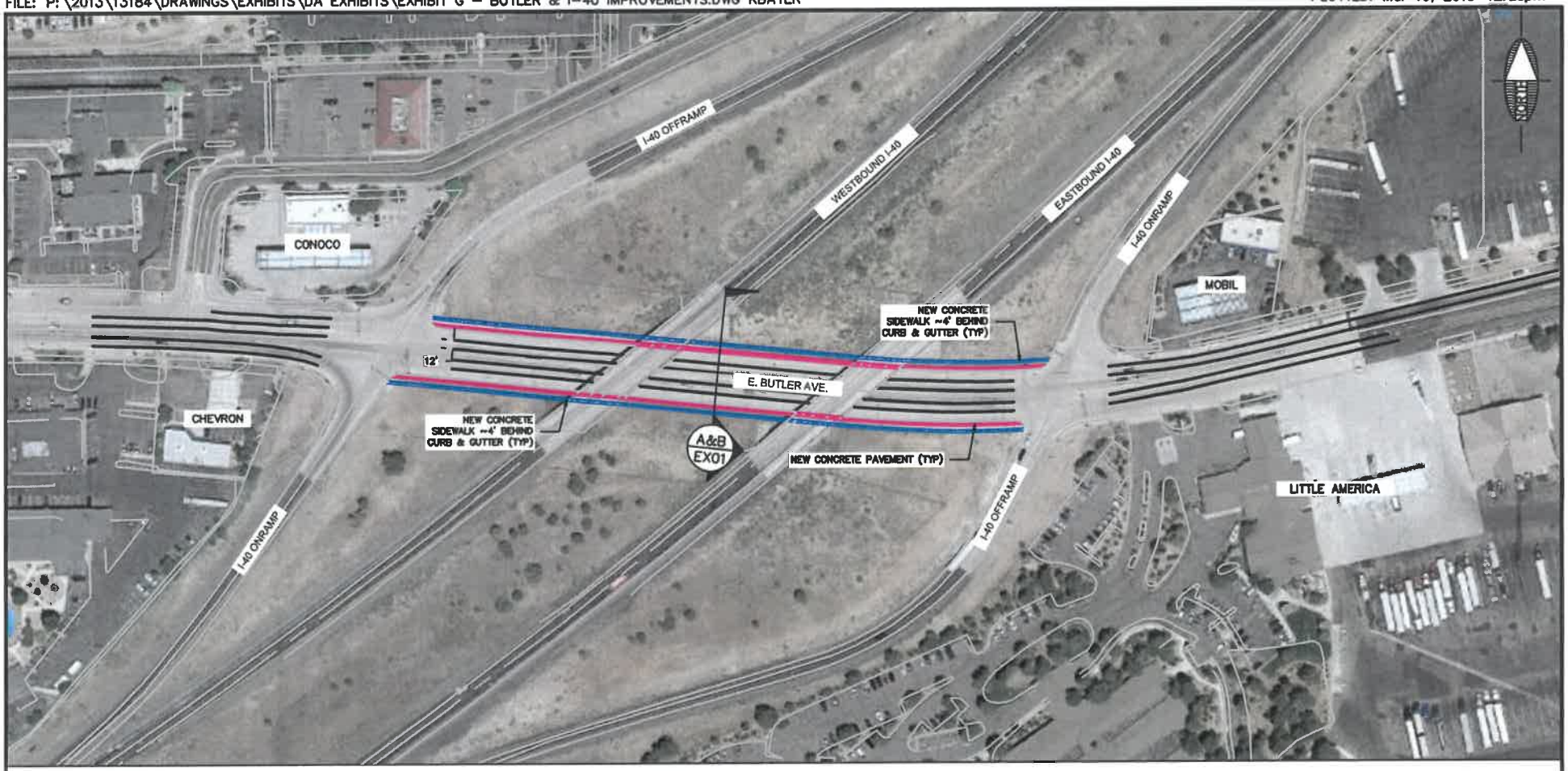
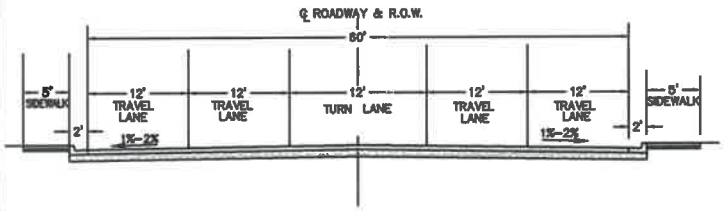
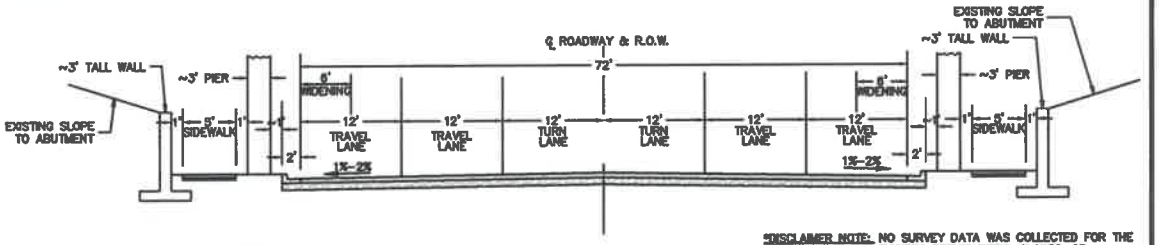




(A) **EXISTING E. BUTLER AVENUE**
N.T.S.



(B) **PROPOSED E. BUTLER AVENUE**
N.T.S.

*DISCLAIMER NOTE: NO SURVEY DATA WAS COLLECTED FOR THE LOCATIONS OF THE EXISTING BRIDGE PIERS, SLOPES, OR ABUTMENTS. APPROXIMATE FIELD MEASUREMENTS AND GIS DATA WERE USED TO PROVIDE THE ABOVE ESTIMATE.

LEGEND

NEW SIDEWALK

NEW CONCRETE PAVEMENT

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CANYON DEL RIO — FLAGSTAFF, ARIZONA

EXHIBIT G
BUTLER AVENUE & I-40 IMPROVEMENTS

SHEET 1 OF 1

Canyon del Rio Development Agreement

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TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Development Agreement

Staff recommends Council review the DA

- Approve Resolution 2019-20, approving the Canyon del Rio Development Agreement.

Development Agreement Highlights

- Density and zoning is discussed in 4.3 and references Exhibit D the Density and Intensity Chart.
- Section 4.4 discusses the development anticipated on specific parcels.
- 4.6 discuses Affordable Housing.
- Section 4.7 incudes off-site traffic improvements

Canyon del Rio

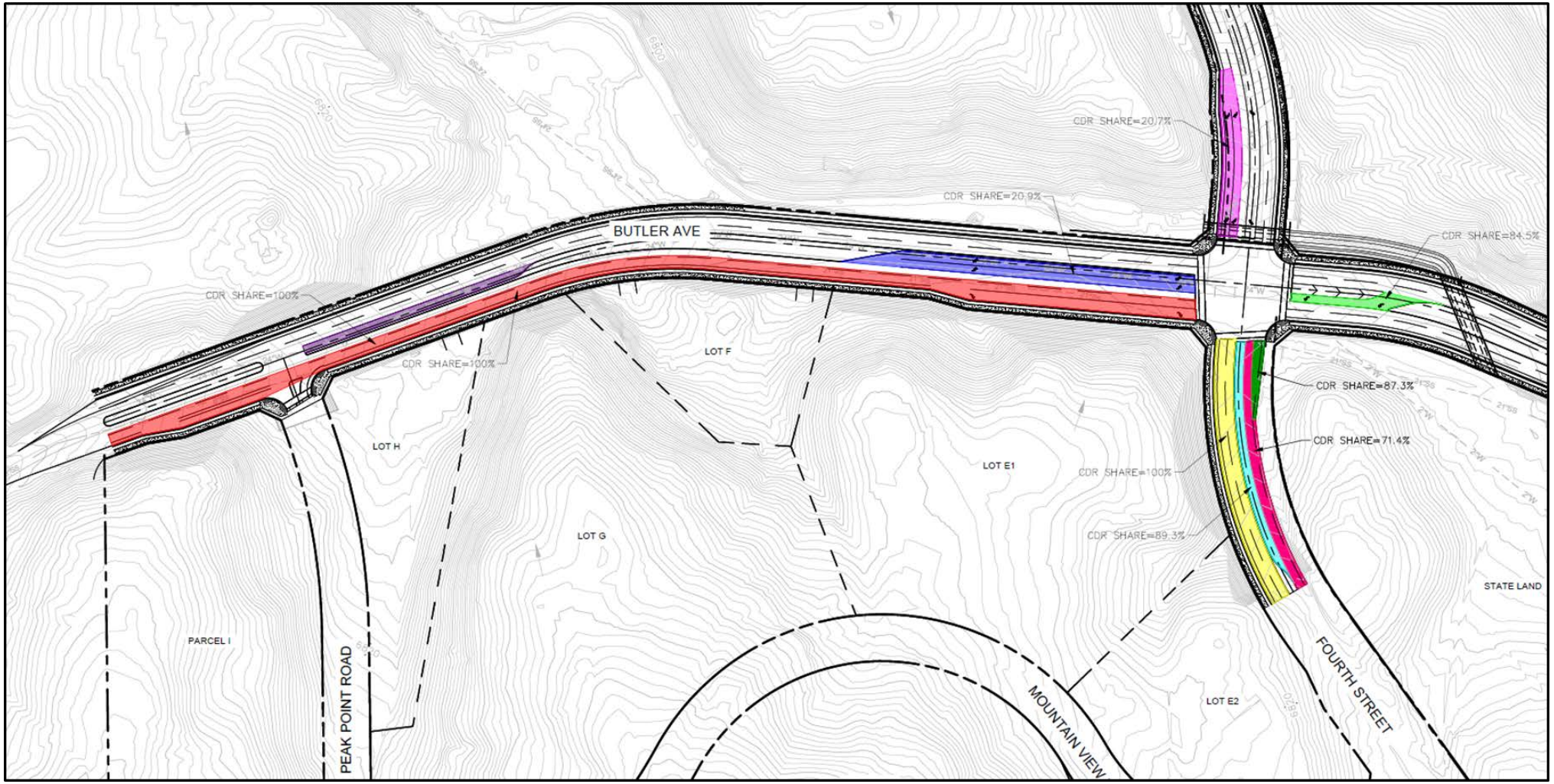
Regional Traffic improvements Cash-in-lieu payments

Regional Roadway Projects

	Roadway Projects	*CDRI's Obligation*	
1	Butler Avenue Half Street	$698,295	First Final Plat or Site Plan Approval
2	Fourth Street SB Dual Right	$21,927	
3	Offsite Butler Avenue - Little A to CDR	$219,893	
4	Butler / Fourth Signal	$123,391	
5	Butler / Fourth EB Dual Left	$38,092	
6	Butler / Fourth WB Left	$35,541	
7	Butler / Peak Point Left Turn Lane	$60,177	
8	Fourth Street South Half Street	$211,527	
9	Fourth Street NB Left Turn Lane	$62,600	
10	Fourth Street NB Intersection Transition	$42,175	
11	Butler / Peak Point Signal	$250,000	Peak Point Traffic Exceeds 1,000 vpd
12	Butler / I-40 Interchange Improvements	$698,112	CDR Exceeds 500 Residential Units
	TOTAL	**$2,461,730**	

Canyon del Rio

Butler and Fourth Street Frontage Improvements



Canyon del Rio

Butler / I-40 Interchange Improvements – zoomed in

Canyon del Rio

Other City Projects in the Area

Water Improvements Section 4.10

- New well site: up to two new well sites on CDR property
- Water Storage: $667,943 Cash-in-lieu towards –million gallon facility
- Secondary Water Supply: $1.3 million for secondary water supply line

Canyon del Rio

Development Agreement Highlights continued

- Section 4.12 discusses Resources, Open Space and Easement Requirements
- Phasing of the development is located in section 5
- Infrastructure Assurances are detailed in section 6
- The DA includes 7 Exhibits

14. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Amy Palmer, Building Official
Co-Submitter:	Tiffany Antol
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-26 and Ordinance No. 2019-16: Adoption of the *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations."*

STAFF RECOMMENDED ACTION:

At the June 4, 2019 Council Meeting:

1) Read Resolution No. 2019-26 by title only
2) City Clerk reads Resolution No. 2019-26 by title only (if approved above)
3) Read Ordinance No. 2019 -16 by title only for the first time
4) City Clerk reads Ordinance No. 2019-16 by title only (if approved above)

At the June 18, 2019 Council Meeting:

5) Adopt Resolution No. 2019-26
6) Read Ordinance No. 2019-16 by title only for the final time
7) City Clerk reads Ordinance No. 2019-16 by title only (if approved above)
8) Adopt Ordinance No 2019-16

Executive Summary:

The most recent building code adoption for the City of Flagstaff occurred in 2013 with the 2012 I-Codes and the 2009 IECC.The International Code Council (ICC), a developer and publisher of model codes, is on a 3-year update cycle. The City of Flagstaff has opted to adopt the International Codes, or I-Codes, every other cycle, which equates to every 6 years. The 2018 Suite of Building Codes is the next round in the 6 year cycle. These codes are identified as follows:

2018 International Building Code (IBC)
2018 International Residential Code (IRC)
2018 International Existing Building Code (IEBC)
2018 International Mechanical Code (IMC)
2018 International Plumbing Code (IPC)
2018 International Fuel-Gas Code (IFGC)
2018 International Energy Conservation Code (IECC)
2018 International Solar Energy Provisions (ISEP)
2018 International Swimming Pool & Spa Code (ISPSC)
2017 NFPA 70 - National Electrical Code (NEC)
A117.1-2017 Standard for Accessible and Useable Buildings and Facilities

*****PowerPoint presentation has been added*****

Financial Impact:

City Council's adoption of *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"* will not have a financial or budgetary impact on the organization.

Policy Impact:

There is no policy impact affiliated with the adoption of *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"*.

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

Council Goals

Climate Change - Take meaningful climate change action.
Code Compliance - Achieve comprehensive and equitable code compliance.

Flagstaff Strategic Plan

Foster a Resilient and Economically Prosperous City

- Deliver outstanding services through a healthy environment, resources and infrastructure.
- Promote policies that reflect a positive and safe community.

Work in Partnership to Enhance a Safe and Livable Community

- Foster a safe, healthy, equitable and accessible community.
- Promote a high quality of life through consistent standards, rules and regulations.

Flagstaff Regional Plan

Goal E.1. - Increase energy efficiency
Goal E.2. - Expand production and use of renewable energy
Policy LU.1.6. - Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites
Goal NH.4. - All housing is safe and sanitary
Policy ED.4.2. - Promote variety and flexibility in land use and development options within the urban growth boundary.

Has There Been Previous Council Decision on This:

The current Suite of Building Codes was adopted by Council in 2013. The Council held a work session on May 14, 2019 to discuss the need for and provide direction on the adoption of *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations."* These codes are now presented to the Council for review and adoption.

Options and Alternatives:

1. Adopt Resolution No. 2019-26 declaring that the document entitled *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"* to be a public record.
2. Do not adopt Resolution No. 2019-26.
3. Adopt Ordinance No. 2019-16 to adopt the *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"*.
4. Modify and adopt Ordinance No. 2019-16.
5. Do not adopt Ordinance No. 2019-16.

Background/History:

A model building code is developed and maintained by a standards organization independent of the jurisdiction responsible for enacting the building code. A local government can choose to adopt a model building code as their own. This saves them the expense and trouble of developing their own codes. Model codes are intended to be adopted in accordance with the laws and procedures of a governmental jurisdiction. When adopting a model code, some jurisdictions amend the code in the process to reflect local practices and laws.

Local codes are diverse in the extent to which the base model code is amended. Most local amendments are limited to administrative provisions, which are subject to change to meet other local regulations regarding implementation of ordinances. Engineering provisions are among the least amended, with a common reason for amendments related to unique site conditions that affect foundation design or applied wind and snow loads. The International Building Code and International Residential Code are generally considered more comprehensive codes while the rest are considered specialty codes.

Key Considerations:

The items that have been the most significant concerns with adoption of the *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"* include the following provisions:

- Mandatory Blower Door Testing
- Electric Vehicle Charging for Residential

The concerns are in regards to additional costs implications to single family home construction. While these items represent small initial up-front costs, they increase energy efficiency and cost savings over the life of the home. The attached PowerPoint presentation provides a summary of the cost benefits of these items.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

The purpose of adopting the most up-to date codes is as follows:

- Protect public health, safety, and welfare
- Keep construction costs down
- Provide consistent minimum standards in construction
- Contribute to the well-being of the community
- Help control or lower cost of insurance premiums by providing the insurance industry with a baseline for mitigating risk.

The City of Flagstaff is currently under an audit with the Insurance Service Office (ISO) to determine its current Building Code Effectiveness Rating Schedule where a lower score, on a scale from 1 to 10, indicates exemplary commitment to code enforcement. The current building codes adopted affect this rating.

Community Involvement:

In conjunction with Coconino County, a series of 10 code training sessions on all of the codes was held, attracting 257 attendees. The target audience for public outreach included the design community, contractors, and any interested community members. Advertising for code update training sessions and public open houses was performed as follows:

- Posters & flyers
- Coconino County / Building Safety website
- Local businesses: home improvement center, coffee shop bulletin boards
- Social media
    - City of Flagstaff Facebook page
    - City of Flagstaff Sustainability page
    - Linkedin
    - Flagstaff Community Forums
- Inspection staff handout to subcontractors and contractor supply houses
- Northern Arizona Builders Association (NABA)
- Radio interview: KAFF, January 25, 2019 Flagstaff City Hall / Building Safety website
- AZ Daily Sun

Attachments:

Res. 2019-26
Ord. 2019-16
Memo of Clarification
Building Code Adoption Timeline
Proposed 2019 Amendments
2018 Proposed Amendment Summary
Current Adopted Building Code Amendments
2018 Building Code Adoption and Amendments Presentation
Presentation

RESOLUTION NO. 2019-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK ENTITLED "THE 2018 SUITE OF CODES AND THE 2019 AMENDMENTS TO CITY CODE, TITLE 4, BUILDING REGULATIONS" WHICH INCLUDE THE INTERNATIONAL BUILDING CODE, 2018 EDITION; INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION; INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION; INTERNATIONAL MECHANICAL CODE, 2018 EDITION; INTERNATIONAL PLUMBING CODE, 2018 EDITION; INTERNATIONAL FUEL GAS CODE, 2018 EDITION; INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION; INTERNATIONAL SOLAR ENERGY PROVISIONS, 2018 EDITION; INTERNATIONAL SWIMMING POOL AND SPA CODE, 2018 EDITION; NFPA 70 – NATIONAL ELECTRICAL CODE, 2017 EDITION; ICC A117.1-2017 STANDARD FOR ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES; UNIFORM HOUSING CODE, 1997 EDITION; UNIFORM ADMINISTRATIVE CODE, 1997 EDITION; UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION; AND THE 2019 AMENDMENTS TO CITY CODE, TITLE 4, BUILDING REGULATIONS

RECITALS:

WHEREAS, the City Council has determined that adopting *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"* is necessary for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of buildings and structures; and

WHEREAS, the City Council has determined that adopting *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"* is necessary for providing the standards for supplied utilities, facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and

WHEREAS, the City Council has determined that adopting *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"* is necessary for the issuance of permits and collection of fees pursuant thereto, and for implementing and enforcing each and all of the regulations, provisions, penalties, conditions and terms of an updated Flagstaff Building Code.

ENACTMENTS:

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

SECTION 1. That the certain document entitled *"The 2018 Suite of Codes and the 2019 Amendments to City Code Title 4, Building Regulations, of the City of Flagstaff, Arizona,"* one hard copy and one electronic copy of which are on file in the office of the City Clerk, is hereby

declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of June, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 2019-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, ADOPTING THAT CERTAIN DOCUMENT ENTITLED "THE 2018 SUITE OF CODES AND THE 2019 AMENDMENTS TO CITY CODE, TITLE 4, BUILDING REGULATIONS" BY REFERENCE AND FIXING THE EFFECTIVE DATE OF THE CODES AND AMENDMENTS; REPEALING ALL SECTIONS OF THE CITY CODE IN CONFLICT WITH THIS ORDINANCE; PRESERVING RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN UNDER THE PRIOR CODES; PROVIDING PENALTIES FOR VIOLATIONS; AND PROVIDING FOR SEVERABILITY

RECITALS:

WHEREAS, that certain document known as *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations",* one hard copy and one electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, was made a public record by the City Council's adoption of Resolution No. 2019-26; and

WHEREAS, the City Council has determined that adopting *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"* is necessary for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of buildings and structures; and

WHEREAS, the City Council has determined that adopting *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"* is necessary for providing the standards for supplied utilities, facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and

WHEREAS, the City Council has determined that adopting *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"* is necessary for the issuance of permits and collection of fees pursuant thereto, and for implementing and enforcing each and all of the regulations, provisions, penalties, conditions and terms of an updated Flagstaff Building Code.

ENACTMENTS:

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

Section 1. That the certain document known as *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations",* one hard copy and one electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which was made a public record by the City Council's adoption of Resolution No. 2019-26, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

Section 2. That the current Building Regulations, as amended, will remain effective through December 31, 2019, to provide a grace period for projects that are being planned based on the

current Building Regulations. Applicants for building permits who submit applications prior to January 1, 2020, may choose to have the current Building Regulations, as amended, or the *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"*, apply to the construction that is the subject of the permit.

Section 3. That the Flagstaff City Code and 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, effective as of the 1st day of January 2020.

Section 4. That the repeal of prior ordinances and parts of ordinances referenced in Section 3 above does not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

Section 5. Any person, firm, or corporation violating any provision of *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"* shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine and/or imprisonment set forth by Flagstaff City Code, Title I, Chapter 1-04 (General Penalty). Each separate day or any portion thereof, during which any violation of *"The 2018 Suite of Codes and the 2019 Amendments to City Code, Title 4, Building Regulations"* occurs or continues, shall be deemed to constitute a separate offense.

Section 6. That if any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 7. 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 18th day of June, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

COMMUNITY DEVELOPMENT

MEMORANDUM

Date: 05/20/2019

To: Mayor and Council

From: Amy Palmer, Building Official

Subject: Requested information for 2018 Building Code Adoption

Mayor and Council,

This memo is being provided in response to Councilmember Odegaard's request for additional information on three items from the 2018 Building Code Adoption work session on May 14, 2019.

1. IEBC snow loads

For compliance to IEBC 405.2.4 "Substantial structural damage to gravity load-carrying components", the Building Safety Program would require an Arizona Registered Design Professional (i.e., architect or structural engineer) to perform an assessment of the damage and provide a recommendation as to the extent of repair and/or replacement of the structural element(s). Where they have been determined to have sustained "substantial structural damage" as defined in the IEBC (see below), the repairs and/or replacements are, per this IEBC section, required to be in accordance with the "applicable provisions for dead and live loads in the International Building Code" and "snow loads shall be considered if the substantial structural damage was caused by or related to snow load effects".

Definition of "Substantial Structural Damage". A condition where any of the following apply:

1. The vertical elements of the lateral force-resisting have suffered damage such that the lateral load-carrying capacity of any story in any horizontal

direction has been reduced by more than 33 percent from its pre-damage condition.

2. The capacity of any vertical component carrying gravity load, or any group of such components, that has a tributary area more than 30 percent of the total area of the structure's floor(s) and roof(s) has been reduced by 20 percent from its pre-damage condition, and the remaining capacity of such affected elements, with respect to all dead and live loads, is less that 75 percent of that required by the International Building Code for new buildings of similar structure, purpose and location.
3. The capacity of any structural component carrying snow load, or any group of such components, that supports more than 30 percent of the roof area of similar construction has been reduced more than 20 percent from its pre-damage condition, and the remaining capacity with respect to dead, live and snow loads in less than 75 percent of that required by the International Building Code for new buildings of similar structure, purpose and location.

2. Coconino County comparison

Below is the revised Cost/Savings Table slide that includes Coconino County requirements. We have also included a column indicating whether the provision is included in the 2018 model codes, or if it is an 'above-code' provision, meaning that the provision asks for more than the model code requires.

Commercial Costs for Energy Provisions

City Requirement	Cost	County Required?	Included in Model Code?
EV-Ready Parking	$2050 - $11,000	NO	Above Model
Solar-ready	$1000 +	NO	Above
	$3050 - $12,000+		

Residential Costs for Energy Provisions

Solar-ready	$150 - $300	YES	Above
Blower door testing	$300 – $500	NO	Model code
Duct testing	$200 - $250	NO	Model code
Circulation pump	$350 – $500	YES*	Model code
EV Charging	$300 – $500	NO	Above
	$1300 -$2050		

*County is currently requiring as 2012 IECC is adopted

Residential "Seismic" Savings
$11,950 - $2,050 =
$9,900
net savings

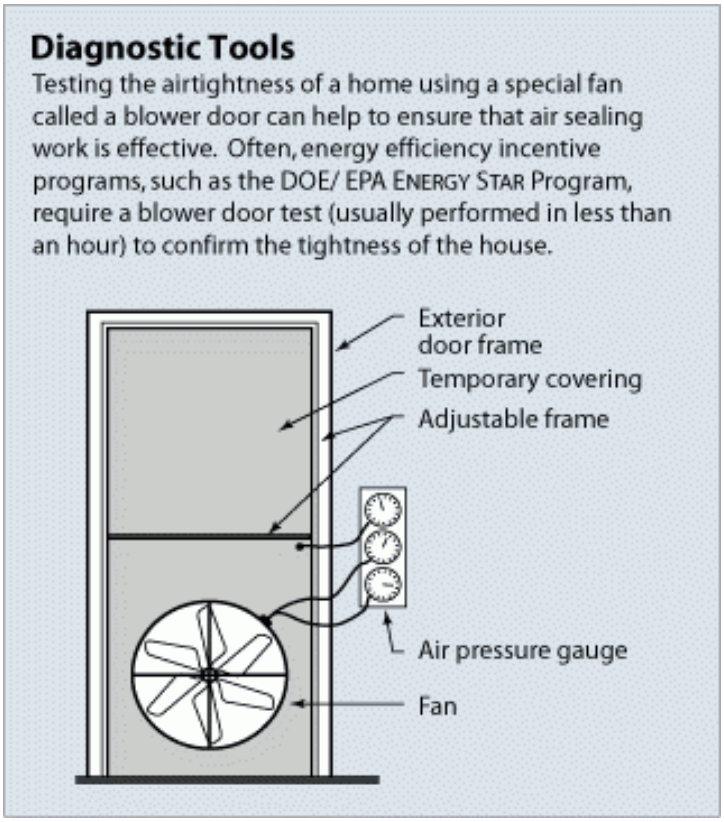
3. Blower Door Testing

Blower-door tests determine a home's airtightness. A blower door is a powerful fan that blows air into or out of a house, allowing a licensed professional to find air leaks in a home. These tests confirm the tightness of the house, and can detect issues that when remedied, can reduce energy use and save the homeowner money.

A blower door test can be performed in an hour or two, and costs between $300 and $500.

The history of the blower door testing in the International i-codes is as follows:

- The ICC first introduced the International Energy Conservation Code (IECC) in 1999. The first adoption of the IECC by the City of Flagstaff occurred in 2007, adopting the 2006 IECC.
- **2006 IECC**: There were no provisions/requirements for verifying/testing the overall structure for air leakage (402.4). **2009 IECC**: The blower door test was introduced and existed as one of two air leakage verification options. (402.4.2.1) The other option is a visual inspection (402.4.2.2).
- **2012 IECC**: The blower door test became mandatory (402.4.1.2).
- **2015 IECC**: While the section test does not specifically list "blower door", testing for overall building air leakage is required (402.4.1.2).
- **2018 IECC**: Air leakage testing remains required. The section language remains the same as 2015 edition except for the addition of addition referenced standards for test procedure compliance. Arizona cities including Phoenix and Tucson have adopted codes that require blower door testing, increasing the practice in the state.



The benefits of blower door testing include:

- The benefits of improved air tightness. A tight house, with reduced air leakage:

    - will have a reduced chance of mold and rot due to lower potential for moisture movement
    - will have a better performing ventilation system
    - will be more comfortable for the occupants, because the potential for drafts is reduced
    - could require smaller heating and cooling equipment capacities.
    - will produce cost savings due to lower heating bills, because the home is losing less heat through unintended openings. Air leakage can increase heating and cooling costs by over 30% (source).
- **Consumer protection:** Without a blower door test, it is difficult to measure leakage or determine the air exchange rate in a home or building. This rate has a direct impact on efficiency, comfort and structure durability. The test can be used to identify and correct failures in the building envelope and air leakages. Simple testing can ensure the home is built to the standards it was designed for, and can identify simple fixes that will save the homeowner significantly over the life of the home.

Photos of a blower door test:

Please feel free to contact me with any additional questions.

Thank you,
Amy Palmer

Adoption Timeline for 2018 Building & Fire Codes

Date	Task	
3/2018 - 9/2018	Gather Data for Analysis of Code Changes	
7/2018 - 10/2018	Revise building amendments for proposed code adoption	
10/24/2018	Final Review of draft amendments prior to release	
10/26/2018	Release draft amendments to internal program	
10/31/2018	Feedback due from internal program	
11/5/2018	Email rollout to Building & Fire Code advisory board & Flex charter group	
	Code Update Training for staff, design professionals & public	**Attendants**
7/25/2018	2018 International Residential Code Update Training	33
8/9/2018	2018 International Residential Code Update Training	53
8/22/2018	2018 International Building Code & 2018 International Existing Building Code Update Training	34
9/13/2018	2018 International Energy Conservation Code & 2018 International Solar Energy Provisions Code Update Training	18
10/3/2018	2018 International Plumbing Code & 2018 International Fuel Gas Code Update Training	24
10/18/2018	2017 National Electric Code/NFPA 70 Code Update Training	16
11/14/2018	2018 International Mechanical Code & 2018 International Swimming Pool and Spa Code Update Training	15
12/13/2018	2018 Internatinal Fire Code Update Training	35
1/30/2019	2018 International Residential Code Update Training	17
3/7/2019	2018 International Energy Conservation Code Update Training	12
	Meetings with Boards & Commissions & Public Outreach	
11/8/2018	1st Building & Fire Code Advisory Board Meeting - Meeting was continued	
11/21/2018	Feedback due from Building & Fire Code Advisory Board	
11/30/2018	Revise amendments from feedback	
12/4/2018	2nd Building & Fire Code Advisory Board Meeting - Approved to move forward	
12/12/2019	Presented proposed codes & amendments to Northern Arizona Builders Association	
1/22/2019	Commission on Inclusion & Adaptive Living - Approved to move forward	
1/25/2019	KAFF Community Café - spoke about proposed code adoption	
2/5/2019	Public Outreach on all new codes and amendments - Murdoch Center	10
2/7/2019	Public Outreach on all new codes and amendments - Aquaplex	8
2/8/2019	Meet with Sustainability to tie proposed Building Codes to Climate Action & Adaptation Plan	
2/13/2019	Planning & Zoning Commission - Approved to move forward	
2/28/2019	Sustainability Commission - Approved to move forward	
3/1/2019	Revise amendments from feedback on presentations & outreach	
4/2/2019	3rd Building & Fire Advisory Board Meeting - presenting proposed changes from boards & commissions & outreach sessions	
5/14/2019	City Council Work Session - Building and Fire Code Presentation	
5/17/2019	Revise amendments from feedback on council work session	
6/4/2019	City Council Meeting - 1st read Buiding and Fire Code Adoption	
6/18/2019	City Council Meeting - 2nd read Buiding and Fire Code Adoption	
7/18/2019	New Building & Fire Codes will be in effect	
7/19/2019 - 12/31/2019	Accept submittals designed under either the 2012 or 2018 Building Codes - (Grace Period)	
1/1/2020	All submittals must be designed to the 2018 Building Codes	

TITLE 4
BUILDING REGULATIONS

CHAPTERS:

4-01 ADMINISTRATIVE ENACTMENTS

4-02 2018 INTERNATIONAL BUILDING CODE (IBC) AMENDMENTS

4-03 2018 INTERNATIONAL RESIDENTIAL CODE (IRC) AMENDMENTS

4-04 2018 INTERNATIONAL EXISTING BUILDING CODE (IEBC) AMENDMENTS

4-05 2018 INTERNATIONAL MECHANICAL CODE (IMC) AMENDMENTS

4-06 2018 INTERNATIONAL PLUMBING CODE (IPC) AMENDMENTS

4-07 2018 INTERNATIONAL FUEL GAS CODE (IFGC) AMENDMENTS

4-08 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AMENDMENTS

4-09 2018 INTERNATIONAL SOLAR ENERGY PROVISIONS (ISEP) AMENDMENTS

4-10 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC) AMENDMENTS

4-11 NATIONAL ELECTRICAL CODE (NEC), 2017 EDITION, AMENDMENTS

DRAFT

CHAPTER 4-01
ADMINISTRATIVE ENACTMENTS

SECTIONS:

4-01-001-0001 DEFINITIONS
4-01-001-0002 ADOPTION OF MODEL CODES
4-01-001-0003 SAVING CLAUSE
4-01-001-0004 VIOLATION AND PENALTIES

4-01-001-0001 DEFINITIONS

As used in all of the adopted model codes referenced herein, as amended, the following terms shall have the meaning herein prescribed:

A. Wherever the word “Municipality” or “[Name of Jurisdiction]” is used, it shall be mean the City of Flagstaff.

B. Wherever the term “Department of Building Safety” is used, it shall mean “Development Services Division.”

C. Wherever the term “Corporation Counsel” is used in this Chapter, it shall mean the Attorney for the City of Flagstaff.

D. Wherever the term “Administrative Authority” is used in conjunction with publicly provided utilities (natural gas, electricity, internet and broad band service, telephone, and cable television), it shall mean the current contract company providing the respective service. Wherever the term “Administrative Authority” is used in conjunction with publicly provided utilities or permits (water, sewer, storm water management and/or building permits), it shall mean the City of Flagstaff.

4-01-001-0002 ADOPTION OF MODEL CODES

There are hereby adopted by the City Council of the City of Flagstaff for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, alteration, removal, maintenance of buildings and structures, including permits and penalties, those certain model codes known and referred to with particularity as:

2018 International Building Code (IBC)*

2018 International Residential Code (IRC)*

2018 International Existing Building Code (IEBC)*

2018 International Mechanical Code (IMC)*

2018 International Plumbing Code (IPC)*

2018 International Fuel Gas Code (IFGC)*

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2018 International Energy Conservation Code (IECC)*

2018 International Solar Energy Provisions (ISEP)*

2018 International Swimming Pool and Spa Code (ISPSC)*

National Electrical Code (NEC), 2017 Edition**

ICC A117.1-2017, Accessible and Usable Building and Facilities*

1997 Uniform Housing Code***

1997 Uniform Administrative Code***

1997 Uniform Code for the Abatement of Dangerous Buildings***

***Published by International Code Council (ICC)**
****Published by National Fire Protection Association (NFPA)**
*****Published by International Conference of Building Officials (ICBO)**

One (1) hard copy and one (1) electronic copy of each model code, and any amendments to said codes, are on file in the office of the City Clerk of the City of Flagstaff, and the same made part hereof by this reference as if fully and completely herein set forth. The provisions of the aforestated Codes shall be controlling for construction within the corporate limits of the City of Flagstaff.

4-01-001-0003 SAVING CLAUSE

Nothing in this Chapter or in the 2018 International Codes, National Electrical Code, ICC A117.1-2017, and Uniform Codes hereby adopted shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinances replaced hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Chapter.

4-01-001-0004 VIOLATION AND PENALTIES

A. Violations. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any building or permit the same to be done in violation of the model codes adopted in section 4-01-001-0002 above, as amended.

B. Penalties. Any person, firm, or corporation violating any provision of this Code shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine and/or imprisonment set forth by Flagstaff City Code, Title I, Chapter 1-04 General Penalty. Each separate day or any portion thereof, during which any violation of this Code occurs or continues, shall be deemed to constitute a separate offense.

CHAPTER 4-02
2018 INTERNATIONAL BUILDING CODE

4-02-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Building Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 101 General
Amend 2018 IBC 101.2.1, Appendices, by adding:
The following Appendices are hereby adopted as part of the IBC:

APPENDIX C – Group U – Agricultural Buildings
APPENDIX I – Patio Covers
APPENDIX J – Grading
APPENDIX N – Replicable Buildings

Section 103 Department of Building Safety
Amend 2018 IBC 103.1, Creation of enforcement agency, by deleting and replacing with:
The Building Safety Program of the Planning & Development Services Section, Community Development Division is appointed as the regulating office and the official in charge thereof shall be known as the Building Official.

Section 104 Duties and Powers of Building Official
Amend 2018 IBC 104.7, Department records, by deleting and replacing with:
The Building Official shall keep comprehensive records of applications, permits issued, certificates issued, inspections made, reports rendered, and of notices of orders issued. All such records shall be open to public inspection at the stated office hours but shall not be removed from the office of the Building Official. All records are kept in both hard copy and electronic format. The electronic format information may be requested on a "walk-in" basis and reviewed during normal working hours. Copies or inspection of original documentation requires written notice and reasonable amount of time for Staff to collect the required records from an off-site warehouse location. Written requests will go through the City Clerk's office for processing.

Section 105 Permits
Amend 2018 IBC 105.1, Required, by adding:
Approved portable equipment used in conjunction with special events in public locations (parks, parking lots, public owned land, et cetera) of 25 kW or greater shall have an Over-the-Counter Permit issued and a licensed electrical contractor for installation or set up. The building inspector must be given immediate notice when an installation is ready for either rough or final inspection.

Amend 2018 IBC 105.1.1 Annual permit, by deleting and replacing with:

In lieu of an individual permit for minor work on an already approved electrical, gas, mechanical or plumbing installation, the Building Official may issue an annual permit upon application to any person, firm or corporation regularly employing one or more qualified tradespersons on the premises owned or operated by the permit applicant.

Amend 2018 IBC 105.1.2, Annual permit records, by deleting in its entirety.

Amend 2018 IBC 105.1 Annual permit, by adding subsections 105.1.2 through 105.1.7:

105.1.2 Application and fees. Application for an annual permit shall be filed with the building official, along with the application fee set forth in the city fee schedule.

105.1.3 Renewal application and fee. Annual permits expire on December 31. Application to renew an annual permit shall be filed with the Building Official by December 15, along with the renewal application fee set forth in the city fee schedule.

105.1.4 Denial of application. If the application or renewal is denied, the fee shall be refunded. The applicant may appeal the denial to the Building and Fire Code Board of Appeals within 10 calendar days after notice of the denial.

105.1.5 Suspension and revocation. The building official may suspend or revoke an annual permit upon violation of this code, including failure to apply for permits and inspections when required. Written notice of suspension or revocation shall be sent to the permit holder at least 10 calendar days before suspension or revocation. Appeal may be made to the Building and Fire Code Board of Appeals within 10 calendar days after notice of suspension or revocation. There is no fee refund if an annual permit is suspended or revoked.

105.1.6 Inspections. The building official may inspect all work and reject work or request corrections for any work in violation of this code.

105.1.7 Annual permit records. The person to whom an annual permit is issued shall keep a detailed record of work made under the annual permit. The building official shall have access to such records at all times.

105.1.7.1 Record exceptions. Work reports are not required for:
1. Installing machines, equipment, and processes related to production or testing.
2. Repairing electrical, plumbing, or mechanical systems.
3. Moving cases, counters, and partitions not over 5 feet 9 inches tall.

Amend 2018 IBC 105.2, Work exempt from permit, as follows:

Add the following to Building Item #1: Accessory structures with floor area less than 120 square feet require a Minor Improvement Permit per Flagstaff City Code, Title 10, Flagstaff Zoning Code.

DRAFT

Revise Building Item #2 as follows: Fences and walls not over six (6) feet high. Fences and walls six (6) feet and under require a Minor Improvement Permit per Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Revise Electrical Item #1 by deleting and replacing with: Minor repair work, including the replacement of lamps.

Amend 2018 IBC 105.5, Expiration, by deleting and replacing with:
All Commercial Building Permits for new construction, remodels, additions, and alterations shall be valid for a maximum period of 730 days. One extension shall be granted for an additional 365 days when requested in writing and justifiable cause is demonstrated. After the one-time extension has expired, the next additional extension will require the applicant to pay one-half the original building permit fee (not including the plan review fee) for an additional 365-day extension. Permits not passing final inspection over 1095 days will be expired and the applicant must submit for a new permit and pay all associated fees.

All commercial Over-the-Counter Permits for plumbing, mechanical, electrical, and re-roofing shall be valid for a maximum period of 180 days.

Section 107 Submittal Documents
Amend 2018 IBC 107.1, General, by adding:
Pursuant to Arizona Revised Statutes governing the regulation of Registered Design Professionals (i.e. architects and engineers), all commercial occupancies for new construction, additions, alterations or repairs within the City of Flagstaff shall be prepared by an Arizona Registered Design Professional in good standing when:

1. The total square footage of any building exceeds 3,000 square feet, or
2. The total occupancy of the building exceeds twenty (20) persons, or
3. Any structural member required for the project exceeds twenty (20) feet in length.

The Arizona Registered Design Professional of Record must provide their seal upon all working drawings. Drawings not prepared by the Registered Design Professional of Record may be annotated as such, but the seal shall be affixed to all drawings in the construction working drawings set to indicate that coordination of the entire project has been done by the Registered Design Professional of Record.

An Arizona Registered Design Professional is required for any retaining walls having any imposed surcharges from adjacent structural elements or unbalanced loading that exceed four (4) feet.

An Arizona Registered Design Professional is required for electrical service entrance sections of 600 amperes and greater.

Section 109 Fees
Amend 2018 IBC 109.2, Schedule of permit fees, by adding:
The current schedule of permit fees is on file in the Office of Building Safety and available on the City of Flagstaff website (www.flagstaff.az.gov).

DRAFT

Amend 2018 IBC 109.4, Work commencing before permit issuance, by adding:
Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to an investigation fee of $94.00 or twice the permit fee, whichever is greater.

Amend 2018 IBC 109.5, Related fees, by adding:
Re-inspection fees may be assessed for each inspection or re-inspection when the portion of work for which the inspection was scheduled is not complete or when corrections from a previous inspection are not made. Other events which may require the imposition of a re-inspection fee are:

1. Failure to have the inspection record on the job site when the inspector arrives
2. The approved plans not on the job site for the inspector to review
3. Failure to provide access to the job site or area to be reviewed by the inspector.

Appeals for such fees are made to the Building Official. To obtain a re-inspection after the inspector has left notice that a fee shall be assessed, the applicant shall pay a $94.00 fee to the Community Development counter.

Amend 2018 IBC 109.6, Refunds, by adding:
The applicant may receive up to 80% refund for the building permit fee (not including plan review fee) if no work has begun and no inspections have been performed. No refund of the plan review fee is authorized.

The Building Official shall determine, based upon work completed, the portion of fees paid to be refunded. There shall be no refund of any required deposit once the administrative routing and plan review process has begun.

Section 111 Certificate of Occupancy
Amend 2018 IBC 111.3, Temporary occupancy, by adding:
Temporary Certificate of Occupancies for residential construction (detached single family dwellings and duplexes) is not authorized.

Exceptions:

1. When a driveway approach cannot be poured due to weather, the Building Official can approve a Temporary Certificate of Occupancy after the applicant has posted a bond with the City of Flagstaff.

2. If the structure meets all the requirements for habitable space and sanitation, then a Temporary Certificate of Occupancy will be granted. Any unfinished items (i.e. bonus rooms, basement finishing, etc.) will be annotated in the inspection record as “not inspected” at the time of Temporary Certificate of Occupancy issuance. Applicants moving into a dwelling prior to receiving a Certificate of Occupancy may be evicted as the property is posted “NO OCCUPANCY” by the building inspector or Building Official.

Section 113 Board of Appeals
Amend 2018 IBC 113.1, General, by deleting and replacing with:

In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

CHAPTER 4 SPECIAL DETAILED REQUIREMENTS BASED ON OCCUPANCY AND USE
Amend 2018 IBC by adding Section 429, Electric vehicle (EV) charging.

Amend 2018 IBC by adding 429.1, General:
429.1 General. Every newly permitted multi-family dwelling, commercial, and industrial structure shall provide parking space with "EV-ready outlets" per Table 429.1 and shall be identified on the construction documents. Construction documents shall indicate the location of the proposed EV-ready outlet(s). At least one EV-ready outlet shall be located in common use areas and available for use by all occupants.

An EV-ready outlet is "ready-to-go" with the addition of a plug-in electric vehicle (PEV) charging station. An EV-ready outlet consists of 208/240V, 50 ampere panel capacity, conduit, wiring, receptacle, and overcurrent protection device. The end point of the system must be near the planned location of the future EV charging station. Electric vehicle supply equipment shall be installed in accordance with 2017 NFPA 70/NEC.

Table 429.1

Parking Spaces Provided	EV-ready Parking Spaces Required
1-19	None
20-50	One (1)
51-100	Two (2)
100+	Three (3)

CHAPTER 11 ACCESSIBILITY
Section 1102 Compliance
Amend 2018 IBC 1102.1, Design, by deleting and replacing with:
Buildings and facilities shall be designed and constructed to be accessible in accordance with ICC A117.1-2017.

CHAPTER 14 EXTERIOR WALLS
Section 1404 Installation of Wall Coverings
Amend 2018 IBC 1404.3, Vapor retarders, by deleting the following:
Class I or II vapor retarders are required on the interior side of frame walls in Climate Zones 5, 6, 7, 8, and Marine 4.

CHAPTER 15 ROOF ASSEMBLIES AND ROOFTOP STRUCTURES
Section 1505 Fire Classification
Amend 2018 IBC 1505.4, Class C roof assemblies, by deleting in its entirety.

Amend 2018 IBC 1505.5, Nonclassified roofing, by deleting in its entirety.

Section 1506 Materials
Amend 2018 IBC 1506.3, Product identification, by adding:
All roofing materials used must be a class "A" or "B" material and rolled roofing is to be of a self-adhering polymer bitumen type material.

Section 1507 Requirements for Roof Coverings
Amend 2018 IBC 1507.8, Wood shingles, by deleting in its entirety.

Amend 2018 IBC 1507.9, Wood shakes, by deleting in its entirety.

CHAPTER 16 STRUCTURAL DESIGN
Section 1607 Live Loads
Amend 2018 IBC Table 1607.1, Minimum Uniformly Distributed Live Loads and Minimum Concentrated Live Loads, by revising the following values:
#25 Residential
Habitable attics and attics served with fixed stairs: 40 psf
Sleeping rooms: 40 psf

Section 1608 Snow Loads
Amend 2018 IBC 1608.2, Ground snow loads, by deleting and replacing with:
The ground snow load shall be 60 psf.

Section 1612 Flood Loads
Amend 2018 IBC 1612.3, Establishment of flood hazard areas, as follows:
Replace "[INSERT DATE OF ISSUANCE]" with "09-03-2010".

APPENDIX J GRADING
Section J104 Permit Application and Submittals
Amend Appendix J by adding Section J104.5, Stormwater requirements, as follows:

1. Contractor shall submit to the Arizona Department of Environmental Quality a Notice of Intent (NOI) and a Notice of Termination (NOT) pursuant to the requirements of ARS Title 49, Chapter 2, Article 3.1. A copy of the submitted NOI and the NOT shall be provided to the City of Flagstaff Stormwater Section. The NOI shall be submitted prior to issuance of any City of Flagstaff grading, building, or offsite permits. The NOT shall be submitted prior to final acceptance of off-site improvements and the Certificate of Occupancy.

2. An Erosion Control Plan (ECP) shall be submitted to the City of Flagstaff Stormwater Section for review and approval as required by the City of Flagstaff Stormwater Manager. The ECP shall be prepared in accordance with the Arizona Department of Transportation (ADOT) Best Management Practices (BMP) Manual (or other BMPs as may be approved by the City of Flagstaff Stormwater Manager). Submittal shall be made concurrent with its respective permit application(s) and/or attached to the Civil Construction Document Plan Set submittal. Review timeframes shall be the same as the permit or civil reviews. City of Flagstaff permits that require an ECP will not be issued without review and approval by the City of Flagstaff Stormwater Section.

3. The ECP BMPs shall be set in place by the contractor, and the work inspected and approved the City of Flagstaff Stormwater Section prior to commencement of grading activities. The contractor shall contact the City of Flagstaff Stormwater Section for this pre-grading inspection.

4. During construction, the ECP BMPs shall remain in place, and shall be maintained until project completion as witnessed by a Final Grading Certification and the filing of a NOT. Failure to maintain ECP BMPs may result in a Stop Work Order. Permits will not be closed or finalized unless the site has been inspected and approved for final stabilization by the City of Flagstaff Stormwater Section. The contractor shall contact the City of Flagstaff Stormwater Section for this closure inspection.

5. In accordance with the provisions of this section, the City of Flagstaff may withhold permits, occupancy or enforce by other remedy in order to ensure compliance.

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CHAPTER 4-03
2018 INTERNATIONAL RESIDENTIAL CODE

4-03-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Residential Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section R102 Applicability
Amend 2018 IRC R102.5, Appendices, by adding:
The following Appendices are hereby adopted as part of the IRC:
APPENDIX F – Radon Control Methods
APPENDIX H – Patio Covers
APPENDIX J – Existing Buildings and Structures.
APPENDIX M - Home Day Care, R-3 Occupancy
APPENDIX Q – Tiny houses
APPENDIX R – Light straw clay construction
APPENDIX S – Strawbale construction
APPENDIX T – Solar-ready provisions – detached one- and two-family dwellings and townhouses

Section R103 Department of Building Safety
Amend 2018 2018 IRC R103.1, Creation of enforcement agency, by deleting and replacing with:
The Building Safety Program of the Planning & Development Services Section, Community Development Division is appointed as the regulating office and the official in charge thereof shall be known as the Building Official.

Section R104 Duties and Powers of the Building Official
Amend 2018 IRC R104.7, Department records, by deleting and replacing with:
The Building Official shall keep comprehensive records of applications, permits issued, certificates issued, inspections made, reports rendered, and of notices of orders issued. All such records shall be open to public inspection at the stated office hours but shall not be removed from the office of the Building Official. All records are kept in both hard copy and electronic format. The electronic format information may be requested on a "walk-in" basis and reviewed during normal working hours. Copies or inspection of original documentation requires written notice and reasonable amount of time for Staff to collect the required records from an off-site warehouse location. Written requests will go through the City Clerk's office for processing.

Section R105 Permits
Amend 2018 IRC R105.1, Required, by adding:
All manufactured housing (housing classified as modular, factory built or manufactured house) installed within the City of Flagstaff will be designed to meet Arizona Department of Housing, Office of Manufactured Housing standards. The City of Flagstaff enforces a 60 pound per square foot ground snow load for site-built construction. Arizona Department of Housing

standards for snow winter areas in Arizona is not consistent with local conditions and owners should be aware of the differences.

For “used” manufactured housing or “resale”/relocated manufactured housing being brought into the City of Flagstaff, the following applies: As per direction from the Arizona Department of Housing, Office of Manufactured Housing, Arizona Revised Statutes Title 41, requires that all manufactured housing units be certified to meet the minimum standards of the United States Department of Housing and Urban Development and are to be designed in accordance with consistent Arizona Department of Housing standards for manufactured homes and related industries. An applicant requesting an installation permit and inspection will be required to provide proof to the Building Official of the current State certification or re-certification of the unit.

Amend 2018 IRC R105.2, Work exempt from permit, as follows:
Add the following to Building Item #1: Accessory structures with floor area less than 200 square feet require a Minor Improvement Permit per Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Revise Building Item #2 as follows: Fences and walls not over six (6) feet high. Fences and walls 6 feet and under a Minor Improvement Permit per Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Add the following to Building Item #10: These decks require a Minor Improvement Permit per Flagstaff City Code, Title 10, Flagstaff Zoning Code.

Amend 2018 IRC R105.5, Expiration, by deleting and replacing with:
Every Residential Building Permit issued shall become invalid unless the work authorized by such permit is completed within 365 days from the issuance date of the building permit. The Building Official is authorized to grant, when request for extension is received in writing, one extension not to exceed 180 days. The extension shall demonstrate cause such as financial, weather delays, material delivery, etc. The permit may be extended for an additional 365 days by paying one half the original permit fee (not including the plan review fee), thereby allowing a maximum time of completing the project to 910 days. Failure to obtain a Certificate of Occupancy within 910 days shall result in a report being recorded with the Coconino County Recorder’s Office for incomplete work or no final inspection report of the project.

All residential Over-the-Counter Permits for plumbing, mechanical, electrical, and re-roofing shall be valid for a maximum period of 180 days.

Section R106 Construction Documents
Amend 2018 IRC R106.1, Submittal documents, by adding:
Residential, single family detached, structures are exempt from the requirements for a Registered Design Professional under Arizona Revised Statutes unless circumstances dictate the necessity for professional design submittal. Duplexes and triplex units which do not exceed 3,000 square feet, two stories or a total occupant load of twenty (20), may also be designed by a non-registrant as long as the units have only one owner.

Sub-assemblies, such as commercially manufactured roof trusses or floor beams that indicate all imposed loading may be submitted without the seal of an Arizona Registered Design Professional. If a Registered Design Professional has sealed the construction documents, the Registered Design Professional shall state they have reviewed and approved of the design either on the construction documents or by providing a written letter stating as such, signed, sealed, and dated.

Any retaining walls having any imposed surcharges from adjacent structural elements or unbalanced loading that exceed four (4) feet, shall be designed by an Arizona Registered Design Professional and shall be submitted at the time of permit application.

Amend 2018 IRC R106.1 Submittal documents, by adding subsection R106.1.5, Model plans:

R106.1.5 Model plans. An applicant may submit a model plan, which is a residential construction plan used two or more times. If approved, only modifications not shown on the model plan must be submitted for review. All modifications shall be clearly identified by clouded symbols, deltas, or other appropriate means. The review fee for modifications only will be hourly in accordance with city fee schedule. If, in Building Official's judgement, the modifications are excessive or inadequately defined, the full plan review fee will be charged.

Section R108 Fees

Amend 2018 IRC R108.2, Schedule of permit fees, by adding:

The current schedule of permit fees is on file in the Office of Building Safety and available on the City of Flagstaff website (www.flagstaff.az.gov).

Amend 2018 IRC 108.4, Related fees, by adding:

Re-inspection fees may be assessed for each inspection or re-inspection when the portion of work for which the inspection was scheduled is not complete or when corrections from a previous inspection are not made. Other events which may require the imposition of a re-inspection fee are:

1. Failure to have the inspection record on the job site when the inspector arrives
2. The approved plans not on the job site for the inspector to review
3. Failure to provide access to the job site or area to be reviewed by the inspector.

Appeals for such fees are made to the Building Official. To obtain a re-inspection after the inspector has left notice that a fee shall be assessed, the applicant shall pay a $94.00 fee to the Community Development counter.

Amend 2018 IRC R108.5, Refunds, by adding:

The applicant may receive up to 80% refund for the building permit fee (not including plan review fee) if no work has begun and no inspections have been performed. No refund of the plan review fee is authorized.

The Building Official shall determine, based upon work completed, the portion of fees paid to be refunded. There shall be no refund of any required deposit once the administrative routing and plan review process has begun.

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Amend 2018 IRC R108.6, Work commencing before permit issuance, by adding:
Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to an investigation fee of $94.00 or twice the permit fee, whichever is greater.

Section R110 Certificate of Occupancy
Amend 2018 IRC R110.4, Temporary occupancy, by adding:
Temporary Certificate of Occupancies for residential construction (detached single family dwellings and duplexes) is not authorized.

Exceptions:
1. When a driveway approach cannot be poured due to weather, the Building Official can approve a Temporary Certificate of Occupancy after the applicant has posted a bond with the City of Flagstaff.

2. If the structure meets all the requirements for habitable space and sanitation, then a Temporary Certificate of Occupancy will be granted. Any unfinished items (i.e. bonus rooms, basement finishing, etc.) will be annotated in the inspection record as “not inspected” at the time of Temporary Certificate of Occupancy issuance. Applicants moving into a dwelling prior to receiving a Certificate of Occupancy may be evicted as the property is posted “NO OCCUPANCY” by the building inspector or Building Official.

Section R112 Board of Appeals
Amend 2018 IRC 112.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

CHAPTER 2 DEFINITIONS
Section R202 Definitions
Amend 2018 IRC Section R202 by adding:
ACCESSORY DWELLING UNIT. Accessory dwelling units (ADU) are defined by the Flagstaff City Code, Title 10 - Flagstaff Zoning Code.

ACCESSORY ENERGY SYSTEM. An accessory energy system will include wind turbines, PV solar, thermal solar, geo-thermal, bio-mass and other technologies that provide heating, cooling or electrical energy. The systems will be subject to a building permit and limited by zoning ordinances for visual, design, height and setback requirements.

CHAPTER 3 BUILDING PLANNING
Section R301 Design Criteria
Amend 2018 IRC Table R301.2(1), Climatic and Geographic Design Criteria, as follows:

Ground snow load: 60 psf
Wind design – Speed (mph): 115
Wind design - Topographic Effects: NO

Wind design – Special wind region: NO
Wind design – Windborne debris zone: NO
Seismic design category: C
Subject to damage from – Weathering: Moderate
Subject to damage from – Frost line depth: 30 inches
Subject to damage from - Termite: Moderate to heavy
Winter design temperature: 4 degrees F
Ice barrier underlayment required: YES
Flood hazards: a)12-16-1975, b)01-19-1983, c)09-03-2010*
Air freezing index: 1013
Mean annual temperature: 45.4 degrees F

Residential heating and cooling equipment sizing using Manual J is optional per 2018 IRC M1401.3. When opting to use ACCA Manual J for HVAC system design, the criteria shall be from ACCA Manual J, Table 1A for Arizona, Flagstaff AP.

*The flood hazard dates reflect the current National Flood Insurance Program and the date of the currently effective "FIRM" Map (used by the City of Flagstaff). These maps are updated by the issuing agency and adopted by Storm Water Management without notice.

Amend 2018 IRC Table R301.5, Minimum Uniformly Distributed Live Loads, by revising the following values:
Habitable attics and attics served with fixed stairs: 40 psf
Sleeping rooms: 40 psf

Section R302 Fire-Resistant Construction
Amend 2018 IRC R302.13, Fire protection of floors, by adding the following to Exceptions:
5. Floor assemblies located directly over crawl spaces with fuel-fired or electric-powered heating appliances where the maximum distance from crawl space floor to finish floor above does not exceed four (4) feet at any point.

Section R303 Light, Ventilation and Heating
Amend 2018 IRC R303.4, Mechanical ventilation, by deleting and replacing with:
Where the air infiltration rate of a *dwelling unit* is 5 air changes per hour or less where tested with a blower door at a pressure of 0.2 inch wg (50 Pa) in accordance with Section N1102.4.1.2, the *dwelling unit* may be provided with whole-house mechanical ventilation in accordance with Section M1505.4.

Section R309 Garages and Carports
Amend 2018 IRC R309.5, Fire sprinklers, by deleting in its entirety.

Section R313 Automatic Fire Sprinkler Systems
Amend 2018 IRC R313.2, One- and two-family dwellings automatic fire sprinkler systems, by deleting and replacing with:
An automatic residential fire sprinkler system may be installed in one- and two-family dwellings. Arizona Revised Statutes prohibits jurisdictions from adopting any ordinance that mandates fire sprinklers in newly constructed one- and two-family dwellings.

CHAPTER 4 FOUNDATIONS
Section R410 General
Amend 2018 IRC R401.4.1, Geotechnical evaluation, by deleting and replacing with:
Construction in all new residential subdivisions require a geotechnical evaluation with foundation recommendations. In established areas of the City of Flagstaff, "in-fill" lots or vacant lots in subdivisions established prior to 1996, the designer may use a load-bearing pressure of 1500 pounds per square foot in lieu of a geotechnical evaluation. Upon site excavation of foundation, where the Building Official determines that in-place soils with an allowable bearing capacity of less than 1500 pounds per square foot (psf) are likely to be present at the site, then allowable bearing capacity shall be determined by a geotechnical evaluation at the expense of the permit applicant.

Section R403 Footings
Amend 2018 IRC R403.1, General, by adding:
All footings located less than eighteen (18) inches below existing grade to be air entrained, 3,500 psi concrete (severe weather), and pinned to rock at intervals specified for foundation wall vertical reinforcements or as specified by the Arizona Registered Design Professional of Record.

CHAPTER 5 FLOORS
Section R502 Wood Floor Framing
Amend 2018 IRC R502.3, Allowable joist spans, by adding:
The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Tables R502.3.1(1) and R502.3.1(2)

Amend 2018 IRC R502.3.1, Sleeping areas and attic joists, by deleting and replacing with:
Table R502.3.1(1) shall be used to determine the maximum allowable span of floor joists that support sleeping areas and *attics* that are accessed by means of a fixed stairway in accordance with Section R311.7 provided that the design live load does not exceed 40 pounds per square foot (1.44 kPa) and the design dead load does not exceed 20 pounds per square foot (0.96 kPa). The allowable span of ceiling joists that support attics used for limited storage or no storage shall be determined in accordance with Section R802.5.

Section R507 Exterior Decks
Amend 2018 IRC R507.5, Deck beams, by adding:
The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Tables R507.5.

Amend 2018 IRC R507.6, Deck joists, by adding:
The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Tables R507.6.

Amend 2018 IRC R507.9.2, Lateral connection, by adding:
Exception: Attached first floor decks that do not exceed 30 inches above grade at any point.
CHAPTER 7 WALL COVERING
Section R702 Interior Covering
Amend 2018 IRC R702.7, Vapor retarders, by deleting the following:

Class I or II vapor retarders are required on the interior side of frame walls in Climate Zones 5, 6, 7, 8, and Marine 4.

CHAPTER 8 ROOF-CEILING CONSTRUCTION
Section R802 Wood Roof Framing
Amend 2018 IRC R802.4.1, Rafter size, by adding:
The Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters is adopted as a secondary reference to Tables R802.4.1(1) through R802.4.1(8).

CHAPTER 9 ROOF ASSEMBLIES
Section R904 Materials
Amend 2018 IRC R904.3, Material specifications and physical characteristics, by adding:
All roofing materials used shall be Class "A" or "B" and rolled roofing shall be a Class A or B material and shall be a self-adhering, polymer modified bitumen material.

Section R905 Requirements for Roof Coverings
Amend 2018 IRC R905.7, Wood shingles, by deleting in its entirety.

Amend 2018 IRC R905.8, Wood shakes, by deleting in its entirety.

CHAPTER 11 ENERGY EFFICIENCY
Section N1102 Building Thermal Envelope
Amend 2018 IRC N1102.1.2, Insulation and fenestration criteria, by revising/adding the following to Table N1102.1.2 as follows:
Climate Zone 5, Wood frame wall R-value, shall be 15 high density in existing 2x4 framed walls in remodel work only.
Footnote b, add Exception: Windows used for the installation of glazing for an approved passive solar design.

Amend 2018 IRC N1102.2, Equipment sizing and efficiency rating (Mandatory), by adding:
Furnaces installed in new construction shall be 90% condensing type furnaces. Exception: For replacement furnaces, installation of a 90% condensing type furnaces is voluntary.

CHAPTER 20 BOILERS AND WATER HEATERS
Section M2005 Water Heaters
Amend 2018 IRC M2005.1, General, by adding:
Water heaters shall be capable of being removed without first removing a permanent portion of the building structure or any other appliance.

CHAPTER 24 FUEL GAS
Section G2445 Unvented Room Heaters
Amend 2018 IRC Section G2445, Unvented Room Heaters, by deleting in its entirety.

CHAPTER 26 GENERAL PLUMBING REQUIREMENTS
Section P2602 Individual Water Supply and Sewage Disposal
Amend 2018 IRC P2602.1, General, by adding:

Building sanitary drainage piping and systems that connect to private sewage disposal systems shall be approved by Coconino County Environmental Quality prior to installation.

SECTION P2603 STRUCTURAL AND PIPING PROTECTION
Amend 2018 IRC P2603.5.1, Sewer depth, by deleting and replacing with:
Building sewers that connect to private sewage disposal systems shall be approved by Coconino County Environmental Quality*. Building sewers* that connect to the City of Flagstaff's sewage disposal system shall be not less than twelve (12) inches below grade.

CHAPTER 29 WATER SUPPLY AND DISTRIBUTION
Section P2903 Water Supply System
Amend 2018 IRC Table P2903.2, Maximum Flow Rates and Consumption for Plumbing Fixtures and Fixture Fittings, by revising and adding as follows:
Maximum Flow Rate or Quantity for a Water Closet to 1.3 gallons.

Dual-flush water closets: The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush volume is the average flush volume of two reduced flushes and one full flush. Flush volumes shall be tested in accordance with ASME A112.19.2/CSA B45.1 and ASME A112.19.14.

CHAPTER 31 VENTS
Section P3103 Vent Terminals
Amend 2018 IRC P3103.1.1, Roof termination, as follows:
Replace “6” with “twelve (12)” and delete “or 6 inches (mm) above the anticipated snow accumulation, whichever is greater”.

CHAPTER 39 POWER AND LIGHTING DISTRIBUTION
Section E3901 Receptacle Outlets
Amend 2018 IRC E3901.9, Basements, garages and accessory buildings, by adding:
At least one required garage receptacle shall be a 208/240-volt individual branch circuit for purposes of electric vehicle (EV) charging. The service panel or subpanel circuit directory shall provide a 50-ampere minimum dedicated branch circuit and a branch circuit overcurrent device. Electric vehicle supply equipment shall be installed in accordance with 2017 NFPA 70/NEC.

Exception: Additions and alterations to existing one- or two-family dwellings and townhouses constructed per the IRC are exempt from the EV charging requirement.

APPENDIX M HOME DAY CARE – R-3 OCCUPANCY
Section A101 General
Amend 2018 IRC Appendix M, AM101.1, General, by adding:
AM101.1.1 A Home Occupation Permit issued by the City of Flagstaff is required prior to receiving any building permits for conversions or improvements.

APPENDIX T SOLAR-READY PROVISIONS – DETACHED ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES
Section T101 Scope

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Amend 2018 IRC Appendix T, T101.1, General, by deleting and replacing with:
These provisions shall be applicable for new construction.

Section T103 Solar-Ready Zone
Amend 2018 IRC Appendix T, T103.6, Capped roof penetration sleeve, by deleting in its entirety.

Amend 2018 IRC Appendix T, T103.8, Interconnection pathway, by deleting in its entirety.

Amend 2018 IRC Appendix T, T103.9, Electrical service reserved space, by deleting and replacing with:
When feasible, the main electrical service panel shall have a reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled “For Future Solar Electric.” The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

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CHAPTER 4-04

2018 INTERNATIONAL EXISTING BUILDING CODE

4-04-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Existing Building Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 105 Permits
Amend 2018 IEBC 105.1, Required, by adding:
Refer to the 2018 Amendments to Flagstaff City Code, Title 4, Building Code to the 2018 International Building Code (IBC) and 2018 and International Residential Code (IRC) for building permit requirements.

Amend 2018 IEBC 105.5, Expiration, by deleting and replacing with:
Refer to the 2018 Amendments to Flagstaff City Code, Title 4, Building Code to the 2018 International Building Code (IBC) and 2018 and International Residential Code (IRC) for the duration of building permits.

Section 112 Board of Appeals
Amend 2018 IEBC 112.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

CHAPTER 3 PROVISIONS FOR ALL COMPLIANCE METHODS
Section 301 Administration
Amend 2018 IEBC 301.5, Compliance with accessibility, by deleting and replacing with:
Accessibility requirements for existing buildings shall comply with the 2017 edition of ICC A117.1.

CHAPTER 4 REPAIRS
Section 408 Plumbing
Amend 2018 IEBC 408.2, Water closet replacement, by deleting and replacing with:
The maximum water consumption flow rates and quantities for all replaced water closets shall be 1.3 gallons per flushing cycle.

Dual-flush water closets: The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush volume is the average flush volume of two reduced flushes and one full flush. Flush volumes shall be tested in accordance with ASME A112.19.2/CSA B45.1 and ASME A112.19.14.

CHAPTER 12 HISTORIC BUILDINGS
Section 1201 General
Amend 2018 IEBC 1201.2, Report, by adding subsection 1201.2.1, Heritage Preservation Commission:

1201.2.1, Heritage Preservation Commission. Any changes to a structure in a historic district or to buildings listed on the City of Flagstaff Historic Registry shall be reviewed by the Community Investment Division, Heritage Preservation Officer, and Current Planning Program, Planning & Development Services Section, prior to issuing a building permit. The project may be referred to the City's Inter-Division Staff (IDS) committee and/or the Heritage Preservation Commission for review.

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CHAPTER 4-05
2018 INTERNATIONAL MECHANICAL CODE

4-05-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Mechanical Code (IMC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 106 Permits
Amend 2018 IMC 106.5.2, Fee schedule, by deleting and replacing with:
The fees for all plumbing work shall be in accordance with 2018 IBC 109.2, as adopted and amended by the City of Flagstaff.

Amend 2018 IMC 106.5.3, Fee refunds, by deleting and replacing with:
Refunds shall be in accordance with 2018 IBC 109.6, as adopted and amended by the City of Flagstaff.

Section 108 Violations
Amend 2018 IMC 108.4, Violation penalties, by deleting and replacing with:
Violation penalties shall be in accordance with 2018 IBC 114.4 as adopted and amended by the City of Flagstaff.

Amend 2018 IMC 108.5, Stop work orders, by deleting and replacing with:
Stop work orders shall be in accordance with 2018 IBC Section 115, as adopted and amended by the City of Flagstaff.

Section 109 Means of Appeal
Amend 2018 IMC 109.1, Application for appeal, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

CHAPTER 3 GENERAL REGULATIONS
Section 304 Installation
Amend 2018 IMC 304.2, Conflicts, by deleting and replacing with:
Where conflicts between this code and the conditions of the listing or the manufacturer’s installation instructions occur, the listing and manufacturer’s installation requirements shall apply.

CHAPTER 9 SPECIFIC APPLIANCES, FIREPLACES AND SOLID FUEL-BURNING EQUIPMENT
Section 903 Factory-Built Fireplaces
Amend 2018 IMC 903.3, Unvented gas log heaters, by deleting and replacing with:
An unvented gas log heater shall not be installed at any time unless first approved by the local gas utility company. A signed and dated letter of such approval shall be submitted to the Building Official before a permit can be issued.

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CHAPTER 10 BOILERS, WATER HEATERS AND PRESSURE VESSELS
Section 1002 Water Heaters
Amend 2018 IMC 1002.1, General, by revising the second sentence to read:
Water heaters shall be capable of being removed without first removing a permanent portion of the building structure or any other appliance.

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CHAPTER 4-06
2018 INTERNATIONAL PLUMBING CODE

4-06-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Plumbing Code (IPC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 106 Fees
Amend 2018 IPC 106.6.2, Fee schedule, by deleting and replacing with:
The fees for all plumbing work shall be in accordance with 2018 IBC 109.2, as adopted and amended by the City of Flagstaff.

Amend 2018 IPC 106.6.3, Fee refunds, by deleting and replacing with:
Refunds shall be in accordance with 2018 IBC 109.6, as adopted and amended by the City of Flagstaff.

Section 109 Means of Appeal
Amend 2018 IPC 109.1, Application for appeal, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2018 IPC Sections 109.2 through 109.7, by deleting in their entirety.

CHAPTER 3 GENERAL REGULATIONS
Section 301 General
Amend 2018 IPC 301.7, Conflicts, by deleting and replacing with:
Where conflicts between this Code and the conditions of the listing or the manufacturer’s installation instructions occur, the listing or manufacturer’s installation requirements shall apply.

Section 305 Protection of Pipes and Plumbing System Components
Amend 2018 IPC 305.4, Freezing, by revising the last sentence to read:
Exterior water supply piping shall be installed not less than thirty (30) inches below grade.

Amend 2018 IPC 305.4.1, Sewer depth, by deleting and replacing with:
Building sewers that connect to private sewage disposal systems shall be approved by Coconino County Environmental Quality prior to installation. Building sewers that connect to City-provided sewer shall be a minimum of twelve (12) inches below grade.

Section 312 Tests and Inspections
Amend 2018 IPC 312.1, Required tests, by replacing the fourth sentence with:
All plumbing system piping shall be tested with either water or air.

Amend 2018 IPC 312.3, Drainage and vent air test, by deleting the first sentence.

Amend 2018 IPC 312.4, Drainage and vent final test, by deleting in its entirety.

Amend 2018 IPC 312.6, Gravity and sewer test, by deleting in its entirety.

Amend 2018 IPC 312.7, Forced sewer test, by deleting in its entirety.

CHAPTER 6 WATER SUPPLY AND DISTRIBUTION
Section 604 Design of Building Water Distribution System
Amend 2018 IPC Table 604.4, Maximum flow rates and consumption for plumbing fixtures and fixture fittings, by revising the following values:
Maximum Flow Rate or Quantity for a Urinal to 1 pint.
Maximum Flow Rate or Quantity for a Water Closet to 1.3 gallons.

Dual-flush toilets: The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush volume is the average flush volume of two reduced flushes and one full flush. Flush volumes shall be tested in accordance with ASME A112.19.2/CSA B45.1 and ASME A112.19.14.

CHAPTER 7 SANITARY DRAINAGE
Section 703 Building Sewer
Amend 2018 IPC 703, Building sewer, by adding section 703.7, Building sewer locating means:
703.7 Building Sewer Locating Means. All non-metallic building sewer piping shall be installed with a plastic covered No. 12 AWG Type UF 600V tracer wire taped to the top of the piping with a minimum 10 mil tape. The building sewer tracer wire shall be green in color.

CHAPTER 9 VENTS
Section 903 Vent Terminals
Amend 2018 IPC 903.1, Roof termination, as follows:
Replace “[NUMBER OF INCHES]” with “twelve (12)”.

DRAFT

CHAPTER 4-07
2018 INTERNATIONAL FUEL GAS CODE

4-07-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS
The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Fuel Gas Code (IFGC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 106 Fees
Amend 2018 IFGC 106.6.2, Fee schedule, by deleting and replacing with:
The fees for work shall be in accordance with 2018 IBC 109.2, as adopted and amended by the City of Flagstaff.

Amend 2018 IPC 106.6.3, Fee refunds, by deleting and replacing with:
Refunds shall be in accordance with 2018 IBC 109.6, as adopted and amended by the City of Flagstaff.

Section 109 Means of Appeal
Amend 2018 IFGC 109.1, Application for appeal, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2018 IFGC Sections 109.2 through 109.7, by deleting in their entirety.

CHAPTER 3 GENERAL REGULATIONS
Section 303 Appliance Location
Amend 2018 IFGC 303.3, Prohibited locations, by deleting numbers 3 and 4.

CHAPTER 4 GAS PIPING INSTALLATIONS
Section 403 Piping Materials
Amend 2018 IFGC 403.4.3, Copper and copper alloy, by deleting and replacing with:
Copper and brass, threaded copper, brass, and aluminum piping shall not be used for gas piping installations within the City of Flagstaff.

CHAPTER 6 SPECIFIC APPLIANCES
Section 621 Unvented Room Heaters
Amend 2018 IFGC Section 621, Unvented Room Heaters, by deleting in its entirety.

DRAFT

CHAPTER 4-08
2018 INTERNATIONAL ENERGY CONSERVATION CODE

4-08-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Energy Conservation Code (IECC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

COMMERCIAL PROVISIONS
CHAPTER 1 SCOPE AND ADMINISTRATION
Section C101 Scope and General Requirements
Amend 2018 IECC, by adding Section C101.2.1, Appendices:
Provisions in the appendices shall not apply unless specifically adopted. The following Appendices are hereby adopted as part of the IECC:

APPENDIX CA – SOLAR-READY ZONE - COMMERCIAL

Section C109 Board of Appeals
Amend 2018 IECC C109.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2018 IECC C109.3, Qualifications, by deleting in its entirety.

CHAPTER 2 DEFINITIONS
Section C202 General Definitions
Amend 2018 IECC C202, General definitions, by replacing the following definition with:
RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and townhouses as well as Group R-2, R-3, and R-4 buildings three stories or less in height above grade plane or concrete podium, and without interior conditioned common entry/exit corridors. Where the building includes accessory common uses and/or commercial spaces, those portions of the building shall comply with the applicable commercial provisions of the IECC.

RESIDENTIAL PROVISIONS
CHAPTER 1 SCOPE AND ADMINISTRATION
Section R101 Scope and General Requirements
Amend 2018 IECC, by adding Section R101.2.1, Appendices.
Provisions in the appendices shall not apply unless specifically adopted. The following Appendices are hereby adopted as part of the IECC:

APPENDIX RA – SOLAR-READY ZONE - RESIDENTIAL

Section R109 Board of Appeals
Amend 2018 IECC R109.1, General, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation

of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2018 IECC R109.3, Qualifications, by deleting in its entirety.

CHAPTER 2 DEFINITIONS
Section R202 General Definitions
Amend 2018 IECC R202, General definitions, by replacing the following definition with:
RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and townhouses as well as Group R-2, R-3, and R-4 buildings three stories or less in height above grade plane or concrete podium, and without interior conditioned common entry/exit corridors. Where the building includes accessory common uses and/or commercial spaces, those portions of the building shall comply with the applicable commercial provisions of the IECC.

CHAPTER 4 RESIDENTIAL ENERGY EFFICIENCY
Section R402 Building Thermal Envelope
Amend 2018 IECC R402.1.2, Insulation and fenestration criteria, by adding the following to Table R402.1.2 as follows:
Climate Zone 5, Wood frame wall R-value: 15 high density in existing 2x4 framed walls in remodel work only.
Footnote b, Exception: Windows used for the installation of glazing for approved passive solar design.

Amend 2018 IECC R403.7, Equipment sizing and efficiency rating (Mandatory), by adding:
Furnaces installed in new construction shall be 90% condensing type furnaces. Exception: Replacement furnaces are to be voluntary 90% condensing type furnaces.

APPENDIX RA SOLAR-READY PROVISIONS – DETACHED ONE-AND TWO-FAMILY DWELLING AND TOWNHOUSES
Section RA101 Scope
Appendix RA Amend 2018 IECC Appendix RA, RA101.1, General, by deleting and replacing with:
These provisions shall be applicable for new construction.

Section RA103 Solar-Ready Zone
Amend 2018 IECC Appendix RA, RA103.6, Interconnection pathway, by deleting in its entirety.

Amend 2018 IECC Appendix RA, RA103.7, Electrical service reserved space, by deleting and replacing with:
When feasible, the main electrical service panel shall have a reserved space to allow installation of a dual pole circuit breaker for future solar electric installation and shall be labeled “For Future Solar Electric.” The reserved space shall be positioned at the opposite (load) end from the input feeder location or main circuit location.

CHAPTER 4-09
2018 INTERNATIONAL SOLAR ENERGY PROVISIONS

4-09-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Solar Energy Provisions (ISEP) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

The 2018 ISEP is a compilation of all solar energy provisions found throughout the 2018 International Codes (IBC, IRC, IECC, IMC, IPC, IFC, and ISPSC). As such, each code section contained within this document is also identified by its corresponding section number from the original International Code source, as detailed in the Letter Designations located in the Preface of the ISEP. Amendments to any section from the source codes, including the 2018 International Fire Code (IFC) as adopted under Flagstaff City Code, Title 5, shall apply to the 2018 ISEP.

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CHAPTER 4-10
2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

4-10-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the 2018 International Swimming Pool and Spa Code (ISPSC) adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 SCOPE AND ADMINISTRATION
Section 108 Means of Appeal
Amend 2018 ISPSC 108.1, Application for appeal, by deleting and replacing with:
In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Building and Fire Code Board of Appeals per Flagstaff City Code, Title 2, Boards and Commissions.

Amend 2018 ISPSC Sections 108.2 through 108.7, by deleting in their entirety.

CHAPTER 2 DEFINITIONS
Section 202 Definitions
Amend 2018 ISPSC Section 202, Definitions, by adding:
RESIDENTIAL SWIMMING POOL (RESIDENTIAL POOL). A pool intended for use that is accessory to a residential setting and available only to the household and its guests including any structure intended for swimming or recreational bathing that contains water over eighteen (18) inches in depth. This includes in-ground, above ground, and on-ground swimming pools, hot tubs, spas, and fixed in place wading pools. Other pools shall be considered to be public pools for purposes of this code.

CHAPTER 3 GENERAL COMPLIANCE
Section 305 Barrier Requirements
Amend 2018 ISPSC 305.2.1, Barrier height and clearances, by revising as follows:
1. The top of the barrier shall be not less than sixty (60) inches above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of three (3) feet measured horizontally from the outside of the required barrier.

DRAFT

CHAPTER 4-11
NATIONAL ELECTRICAL CODE

4-11-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the National Electrical Code (NEC), 2017 Edition, adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption of Model Codes.

CHAPTER 1 GENERAL
Article 110 Requirements for Electrical Installations
Part I General
Amend 2017 NEC Article 110.5, Conductors, to read:
Conductors used to carry current shall be of copper only. Where the conductor material is not specified, the material and the sizes given in this Code shall apply to copper conductors. The use of aluminum wire shall be approved for feeders and service entrance conductors only and shall not be used for branch circuit wiring.

Amend 2017 NEC Article 110.7, Wiring integrity, by adding:
All equipment rated at 1000 amperes or more shall be tested for insulation breakdown, mechanical integrity, and workmanship prior to the equipment being energized. A certified high potential voltage test (hi-pot) shall be performed and a certificate issued to the Building Official. This test shall be performed in the presence of a Building Inspector and conducted by a testing firm approved by the Building Official.

Said test shall be performed for a period of one (1) minute, the application of a 60 hertz alternating potential of 1000 volts plus twice the rated phase to phase voltage of the equipment.

This test shall be performed between all phases to ground, phase to phase, and neutral if isolated.

CHAPTER 2 WIRING AND PROTECTION
Article 210 Branch Circuits
Part I General Provisions
Amend 2017 NEC Article 210.5, Identification for Branch Circuits, by adding:
(D) Color Code. Where 15, 20, or 30 ampere branch circuits requiring a neutral are installed in raceways or cable assemblies, the conductor of branch circuits connected to the same system shall conform to the following color code:

Volts	Phase	System	Phase A	Phase B	Phase C	Neutral
120/208	3	Wye	Black	Red	Blue	White
120/240	3	Delta	Black	Orange	Blue	White
277/480	3	Wye	Brown	Orange	Yellow	Gray

Article 250 Grounding and Bonding
Part II System Grounding

Amend 2017 NEC Article 250.30, Grounding Separately Derived Alternating-Current Systems, (A) Grounded Systems, (2) Supply-Side Bonding Jumper, by adding:

(c) All new building construction shall have a one-piece concrete-encased electrode and electrode conductor (Ufer ground), a minimum twenty (20) feet length in the footing, sized from the following table:

0-200 ampere service: 1 piece #4 copper (electrode and electrode conductor)

201-400 ampere service: 1 piece 1/0 copper (electrode and electrode conductor)

401-800 ampere service: 1 piece 2/0 copper (electrode and electrode conductor)

Larger than 800 ampere service: 1 piece 3/0 copper (electrode and electrode conductor)

Where the Ufer has been lost, damaged, or cannot be located, a ground ring or modification of the same consisting of thirty (30) feet of #2 bare copper wire, buried a minimum of thirty (30) inches deep in a trench, or a plate electrode per Article 250.53 (H) shall be required in lieu of a concrete-encased electrode.

DRAFT

BUILDING CODE AMENDMENTS SUMMARY

AMENDMENT	PURPOSE	COST
2018 INTERNATIONAL BUILDING CODE (IBC)		
NEW PROPOSED AMENDMENTS		
IBC 101.2.1, Appendices	Appendices are not enforceable unless specifically adopted. Amendment adopts Appendix N - Replicable Buildings. This appendix provides guidelines for replicable buildings to streamline plan review in regard to code compliance.	None
IBC 105.1.1 through 105.1.7, 105.1.7.1, Annual permits	Amend IBC language to define and detail the requirements and processes regarding Annual Permits	None
IBC Section 429, 429.1/Table 429.1, Electric Vehicle (EV) Charging	Addresses CAAP Action ID TLU-3-D. Requires EV-ready parking spaces to commercial structures with parking lots providing 20 or more parking spaces.	Varies, $2050 - 11,400
IBC 1102.1, Design (accessibility)	This amendment clarifies that the 2017 edition of the A117.1 is the governing code for accessibility as opposed to the 2009 edition contained in the referenced standards section of the IBC.	None
IBC 1404.3.1, Vapor retarders (wall coverings)	The purpose is to remove the requirement for Class I and II vapor retarders on the interior side of framed exterior walls in Climate Zone 5. Alignment with Coconino County, see separate explanation/reason.	None
IBC 1505.4, Class C roof assemblies	Not previously amended. Existing amendment to IBC 1506.3 excludes roofing materials other than Class A or B. Class C roofing assemblies have limited effectiveness on light fire-test exposure. This amendment removes Class C roof assemblies from the code.	None
IBC 1505.5, Nonclassified roofing	Not previously amemded. Existing amendment to IBC 1506.3 excludes roofing materials other than Class A or B. Nonclassified roofing assemblies have no listing for any fire-test exposure. This amendment removes nonclassified roof assemblies from the code.	None
IBC 2308.1.1Allowable girder spans, 2308.4.2.1 Span, 2308.7.1 Ceiling joist spans, 2308.7.2 Rafter spans	This amendment adds the Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters as additional reference to the span tables and referenced standard (American Wood Council span tables) included in the standard text. These standard references do not include tables for the locally amended 60 psf ground snow load.	None

IBC Table 1607.1, Minimum uniformly distributed live loads and minimum concentrated live loads	The amendment increases the minimum live load from 30 to 40 psf for habitable attics and sleeping rooms. These areas often occur on a floor level where other habitable spaces are designed at a minimum of 40 psf. It makes sense to maintain an consistent live load factor and it is common engineering practice.	None
NEW REQUIRED AMENDMENT		
IBC 1608.2, Ground snow loads	This amendment defines the ground snow load (GSL) for use in structural design. The standard code text refers to Figure 1608.2, a map where the City of Flagstaff is located in a "case study" (CS) area. The standard text explains these areas require a case study to determine GSL. A study conducted by NAU for Coconino County recommended a GSL of 70 psf for areas including the City of Flagstaff boundary. The Building and Fire Code Board of Appeals recommended a 60 psf GSL.	None
IBC 1612.3, Establishment of flood hazard areas	The IBC requires that the jurisdiction insert the date of the Flood Insurance Study / FEMA Flood Insurance Rate Map (FIRM)/ Flood Boundary and Floodway Map (FBFM).	None
EXISTING AMENDMENT WITH REVISIONS		
IBC 103.1, Creation of enforcement agency	To designate Building Safety Program as the regulating office. Language edited to reflect correct Section and Program names.	None
IBC 104.7, Department records	To more thoroughly define the records kept by the building official. Previous amendment contains "or" between each record and has been revised to "and" to correctly reflect the records kept by the building official.	None
IBC 105.1, Required (permits)	To include that an Over-the-Counter Permit is required for portable equipment used in public events (i.e. electrical generators over 25kW)	None
IBC 105.2, Work exempt from permit	To clarify specific items that are exempt from a building permit require Minor Improvement Permits per the Flagstaff Zoning Code. Language revised for clarity	None
IBC 105.5, Expiration	To change the expiration time periods. The language has been revised to clearly reflect time periods (example: 720 days revised to 730 days)	None

IBC 107.1, General (submittal documents)	To clarify Arizona State Statutes that govern when a registrant is required. Language has been relocated to IBC amendments (vs. previous location in administrative section of adoption document) for ease of use and reorganized for clarity.	None
IBC 109.2, Schedule of permit fees	To define the document that fees are based on. Language revised to reflect the most current city resolution and correct regulating office.	None
IBC 109.5, Related fees	has been relocated to IBC amendments (vs. previous location in administrative section of adoption document) for ease of use and	None
IBC 109.6, Refunds	To define the refund policy. Language revised to reflect that plan review fee is not refundable (services performed).	None
IBC 113.1, General (Board of Appeals)	To clarify that the Title 2 of Flagstaff City Code is the governing code for a board of appeals. Language revised to reference city code.	None
IBC Appendix J - Grading: J104.5, Stormwater requirements	This amendment has been updated by Water Services Stormwater Section to reflect the current Stormwater regulations related to building construction.	None
EXISTING AMENDMENT IN CURRENT CODE TO CARRY FORWARD		
IBC 101.2.1, Appendices	Appendices are not enforceable unless specifically adopted. Adopt Appendix C - Group U Agricultural Buildings, Appendix I - Patio Covers, Appendix J - Grading	None
IBC 109.4, Work commencing before permit issuance	To define the monetary penalty for commencing work prior to issuance of a building permit.	None
IBC 111.3, Temporary occupancy	To define that residential occupancies may not receive a temporary certificate of occupancy and exceptions.	None
IBC 1506.3, Product identification (materials, roof assemblies)	Purpose of this amendment is to exclude roofing materials other than Class A (severe) and B (moderate). Class C and nonclassified materials have limited or no effectiveness in fire-test exposure.	None
IBC 1507.8, Wood shingles	The City of Flagstaff has high potential for fire hazard. The purpose of this amendment is to exclude wood shingles as a roofing material.	None
IBC 1507.9, Wood shakes	The City of Flagstaff has high potential for fire hazard. The purpose of this amendment is to exclude wood shakes as a roofing material.	None
EXISTING AMENDMENT IN CURRENT CODE NOT CARRIED FORWARD		
IBC Section 202, Definitions	Several definitions have been addressed in the 2018 edition or have been deemed irrelevant.	None

IBC 509.1,	This amendment appears to have been incorrectly applied to Section 509 Incidental Uses. Tenant spaces are not considered incidental uses. Tenant space separation is addressed in Section 402 Covered Mall and Open Mall Buildings in both the 2012 and 2018 editions of IBC, specifically 402.4.2.1	None
IBC 1805.2, 1805.4, 1805.4.1, Table 1805.4.2, and 1805.5.2.2	These amendments appear to incorrectly reference Section 1805 Dampproofing and Waterproofing and were possibly intended for Section 1809 Shallow Foundations. These amendments revised the requirements for footing size and reinforcement , mirroring requirements for foundations in Seismic Category D.	Savings, varies on size of structure
IBC Section 3109, Swimming Pool Enclosures and Safety Devices	The amendment referenced the Arizona Revised Statutes (ARS) concerning swimming pool enclosures. This section has been revised in the 2108 edition to reference the 2018 International Swimming Pool & Spa Code (ISPSC) which the City proposes to adopt. Amendments are proposed to align with the ARS.	None
IBC Appendix B - Board of Appeals	Incorrectly and possibly inadvertently adopted. Another amendment the 2012 IBC adoption referenced a City of Flagstaff Ordinance governing the Board of Appeals.	None
2018 INTERNATIONAL RESIDENTIAL CODE (IRC)		
NEW PROPOSED AMENDMENT		
IRC R102.5, Appendices	Appendices are not enforceable unless specifically adopted. This amendment adopts Appendix Q - Tiny houses, Appendix R - Light straw clay construction, Appendix S - Strawbale construction, Appendix T - Solar-ready provisions. Adoption of Appendix T addresses CAAP Action ID E-2-G	None
IRC R106.1, R106.1.5	This amendment creates new subsection for Model Plans. While model plan review has been offered prior to 2018 code adoption, the amendment solidifies this policy.	None
IRC Table 301.5, Minimum uniformly distributed live loads	The amendment increases the minimum live load from 30 to 40 psf for habitable attics and sleeping rooms. These areas often occur on a floor level where other habitable spaces are designed at a minimum of 40 psf. It makes sense to maintain an consistent minimum design live load and it is common engineering practice.	None

IRC R302.13, Fire protection of floors	The section requires fire protection of floor assemblies on the underside. The amendment adds an exception for crawl spaces containing heating appliances. See additional info at end of summary.	None
IRC R303.4, Mechanical ventilation	This amendment changes the requirement of mechanical ventilation (where the air infiltration rate is 5 air changes per hour or less) from mandatory to optional. In the energy efficiency section chapter of the IRC, a dwelling in Climate Zone 5 must be tested to be not exceed than 3 air changes per hour, thereby automatically requiring all dwellings in the City of Flagstaff to require a whole-house mechanical ventilation system.	None
IRC R313.2, One- and two-family dwellings automatic fire sprinkler systems	This amendment states the Arizona Revised Statutes prohibits any jurisdiction from mandating the installation of fire sprinklers in one- and two-family dwellings. The removal of this section does not prohibit one from installing a system if desired.	None
IRC R502.3, Allowable joist spans	This amendment adds the Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters as additional reference to the span tables and referenced standard (American Wood Council span tables) included in the standard text. These standard references do not include tables for the locally amended 60 psf ground snow load.	None
IRC R502.3.1, Sleeping areas and attic joists	This amendment coordinates with the amendment to required Table R301.5 for minimum uniformly distributed live load in sleeping areas.	None
IRC R507.5, Deck beams	This amendment adds the Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters as additional reference to the span tables and referenced standard (American Wood Council span tables) included in the standard text. These standard references do not include tables for the locally amended 60 psf ground snow load.	None
IRC R507.6, Deck joists	This amendment adds the Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters as additional reference to the span tables and referenced standard (American Wood Council span tables) included in the standard text. These standard references do not include tables for the updated 60 psf ground snow load.	None
IRC R507.9.2, Lateral connection	This amendment adds an exception for lateral load connectors on decks with walking surfaces under 30 inches above adjacent grade.	None

IRC R702.7, Vapor retarders (interior wall covering)	The purpose of the amendment is to remove the requirement for Class I and II vapor retarders on the interior side of framed exterior walls in Climate Zone 5. Alignment with Coconino County, see separate explanation/reason.	None
IRC R802.4.1, Rafter size	This amendment adds the Western Lumber Span Tables for Floor and Ceiling Joists and Roof Rafters as additional reference to the span tables and referenced standard (American Wood Council span tables) included in the standard text. These standard references do not include tables for the locally amended 60 psf ground snow load.	None
IRC P2602.1, General (individual water supply and sewage disposal)	This amendment clarifies that private sewage disposal systems (septic tanks) are under the jurisdiction of Coconino County Environmental Quality.	None
IRC P2903.2, Maximum flow rates and consumption for plumbing fixtures and fixture fittings	This amendment changes the water consumption value for water closets (toilets) lowering the value from 1.6 gpf to 1.3 gpf. This component of the proposed amendment appeared in the amendments to the 2012 International Plumbing Code Table 604.4. It is believed the intent was to apply the amendment to the 2012 IRC as well. The 2018 proposed amendment includes language for dual flush toilets for clarity.	None
IRC E3901.9, Basements, garage and accessory buildings (receptacle outlets)	Addresses CAAP Action ID TLU-3-D. The standard code text requires an electrical receptacle for each vehicle bay in all new attached and detached garages with electrical power. The amendment requires at least one of these required receptacles to be an electric vehicle charging outlet. An exception for additions and alterations to existing construction is also included.	$300-500
IRC Appendix T, T101.1, General	This amendment requires new construction to comply with this appendix.	None
IRC Appendix T, T103.6, Capped roof penetration sleeve	This amendment renames the section title and changes the requirement for a capped ceiling penetration.	Varies, $150-$300
IRC Appendix T, T103.8, Interconnection pathway	This amendment removes the requirement for interconnection pathway to be indicated on the construction documents.	None
IRC Appendix T, T103.9, Electrical service reserved space	This amendment revises the requirement for reserved space in the electrical service panel for future solar photovoltaic installation based on feasibility.	None

NEW REQUIRED AMENDMENT		
IRC Table R301.2(1), Climatic and Geographic Design Criteria	Adopting jurisdictions are required to populate this table with the corresponding information from a series of resources and referenced material included in the standard text. A flood map date has been revised per the City's Stormwater Section. The standard code text refers to Figure R301.2(6), a map where the City of Flagstaff is located in a "case study" (CS) area. The standard text explains these areas require a case study to determine GSL. A study conducted by NAU for Coconino County in 2016 recommended a GSL of 70 psf for areas including the City of Flagstaff boundary. The Building and Fire Code Board of Appeals recommended a 60 psf GSL.	None
EXISTING AMENDMENT WITH REVISIONS		
IRC R103.1, Creation of enforcement agency	To designate Building Safety Program as the regulating office. Language edited to reflect correct Section and Program names. Language has been relocated to IRC amendments (vs. previous location in administrative section of adoption document) for ease of use.	None
IRC R104.7, Department records	To more thoroughly define the records kept by the building official. Previous amendment contains "or" between each record and has been revised to "and" to correctly reflect the records kept by the building official. Language has been relocated to IRC amendments (vs. previous location in administrative section of adoption document) for ease of use.	None
IRC R105.1, Required (permits)	To include language regarding the authority having jurisdiction over manufactured housing permits. The City of Flagstaff has an intergovernmental agreement (IGA) with the Arizona State Office of Manufactured Housing for inspection. Language has been relocated to IRC amendments (vs. previous location in administrative section of adoption document) for ease of use.	None

IRC R105.2, Work exempt from permit	To clarify specific items that are exempt from a building permit require Minor Improvement Permits per the Flagstaff Zoning Code. Language revised for clarity. Language has been relocated to IRC amendments (vs. previous location in administrative section of adoption document) for ease of use.	None
IRC R105.5, Expiration	To change the expiration time periods. The language has been revised to clearly reflect time periods and to extend permit validity for larger structures. Language has been relocated to IRC amendments (vs. previous location in administrative section of adoption document) for ease of use.	None
IRC 106.1, Submittal documents	To clarify Arizona State Statutes that govern when an Arizona Registered Design Professional (architect, engineer) is required. Language has been relocated to IRC amendments (vs. previous location in administrative section of adoption document) for ease of use and reorganized for clarity.	None
IRC R108.2, Schedule of permit fees	To define the document in which fees are based. Language revised to reflect the most current city resolution and correct regulating office. Language has been relocated to IRC amendments (vs. previous location in administrative section of adoption document) for ease of use.	None
IRC R108.5, Refunds	To define the refund policy. Language revised to reflect that plan review fee is not refundable (services performed). Language has been relocated to IRC amendments (vs. previous location in administrative section of adoption document) for ease of use.	None
IRC 112.1, General (Board of Appeals)	To clarify that the Title 2 of Flagstaff City Code is the governing code for a board of appeals. Language revised to reference city code. Language has been relocated to IRC amendments (vs. previous location in administrative section of adoption document) for ease of use.	None
IRC Section R202, Definitions	Several definitions have been addressed in the 2018 edition or have been deemed irrelevant. Definition of ADU revised to reflect its source in the Flagstaff Zoning Code.	None
IRC R401.4.1, Geotechnical evaluation	This amendment waives the requirement for a geotechnical investigation in specified circumstances and prescribes a soil bearing pressure value for a basis for foundation design.	None

IRC N1102.1.2, Insulation and fenestration criteria	This amendment adds an exterior wall insulation value for 2x4 wood framed walls and adds a footnote to make an exception for the U-value of windows used in an approved passive solar design.	None
IRC M2005.1, General (water heaters)	This amendment clarifies that water heaters shall be capable of being removed without first removing any other appliance or a permanent portion of the building. This amendment was included in the 2012 adoption with slightly different language but only amending the International Mechanical Code (IMC; 1002.1). The same section appears in 2012 IRC but was not amended. It is believed that the intent was to apply to amendment to IRC as well.	None
IRC P3103.1.1, Roof termination (vents)	This amendment revises the vent termination distance above the roof surface to 12 inches. Language was revised from previous adoption amendment for clarity.	None
EXISTING AMENDMENT IN CURRENT CODE TO CARRY FORWARD		
IRC R102.5, Appendices	Appendix F - Radon Control Methods, Appendix H - Patio Covers, Appendix J - Existing Buildings and Structures, Appendix M - Home Daye Care, R-3 Occupancy	None
IRC 108.4, Related fees	To include fees for re-inspection under specific circumstances. Language has been relocated to IRC amendments (vs. previous location in administrative section of adoption document) for ease of use and reorganized for clarity. IRC Section number changed from the 2012 edition.	None
IBC 108.6, Work commencing before permit issuance	To define the monetary penalty for commencing work prior to issuance of a building permit.	None
IRC R110.4, Temporary occupancy	To define that residential occupancies may not receive a temporary certificate of occupancy and exceptions.	None

IRC R309.5, Fire sprinklers (garages and carports)	The amendment deletes the requirement for fire sprinklers in residential garages and carports and is in alignment with Arizona Revised Statues which prohibits any jurisdiction from mandating the installation of fire sprinklers in one- and two-family dwellings. However, the removal of this section does not prohibit one from installing a system if desired.	None
IRC R904.3, Material specifications and physical characteristics (materials, roof assemblies)	Purpose of this amendment is to exclude roofing materials other than Class A (severe) and B (moderate). Class C and nonclassified materials have limited or no effectiveness in fire-test exposure.	None
IRC R905.7, Wood shingles	The City of Flagstaff has high potential for fire hazard. The purpose of this amendment is to exclude wood shingles as a roofing material.	None
IRC R905.8, Wood shakes	The City of Flagstaff has high potential for fire hazard. The purpose of this amendment is to exclude wood shakes as a roofing material.	None
IRC N1103.7, Equipment sizing and efficiency rating (mandatory)	This amendment adds the requirement for 90% condensing type furnaces to all new construction.	None
IRC G2445, Unvented room heaters	This amendment deleted unvented room heaters completely, effectively prohibiting their use. Unisource, the local natural gas utility, confirmed with Building Safety staff that they will not allow service connection to a building equipped with unvented fuel-gas appliances. In addition to this, unvented room heaters are equipped with oxygen depletion sensors which are restricted to elevations lower than 5000 feet above sea level.	None
IRC P2603.5.1, Sewer depth	This amendment clarifies that private sewage disposal systems (septic tanks) are under the jurisdiction of Coconino County Environmental Quality and that building sewers connecting to City of Flagstaff sewage disposal system shall be located a minimum of 12 inches below grade.	None
IRC Appendix M, AM101.1, General (home day care)	This amendment clarifies that a Home Occupation Permit is required for this use prior to issuance of a building permit.	None
EXISTING AMENDMENT IN CURRENT CODE NOT CARRIED FORWARD		

IRC R403.1/Table R403.1, R403.1.1, R403.1.2, R403.1.3, R403.1.3.1, R403.3, R404.1.1, R404.1.2, R404.1.4, R404.1.8, R404.1.4, and R407.3 - pertaining to footings and foundation walls	These amendments effectively reclassified the City of Flagstaff from Seismic Category C to Seismic Category D, requiring larger footings (= more concrete), additional steel reinforcement in footings and masonry foundation stem walls, and additional anchoring hardware in foundation walls or concrete slabs.	Savings, varies per structure size, $12,000 for a 2,600 SF single family dwelling
IRC R602.5, Interior non load bearing walls	This amendment added to specifications for ladder backing installation in interior non bearing walls.	None
IRC N1102.1.2, R-value computation	This amendment added language which revised the U-factor for windows and specified usage of low-e glazing. This is inconsistent with the concurrently adopted 2009 IECC which did not modify this U-value.	None
IRC N1105	The amendment voluntarily requested that new single family dwellings have a piping only installation for grey water system. The 2018 IPC and IRC contain provisions for (voluntary) installation of grey water (non-potable water) systems.	None
IRC M1305.1.4.3, Electrical requirements (appliances under floors)	The amendment added language to specify that furnaces are to be hard-wired with unless equipped with manufacturer supplied with cord and cap. The Section M1303 covers listing and labeling and requires installation per the listing and label. This amendment was also under underfloor appliances, making it enforceable in only these locations.	None
IRC M1307.3.1, Protection from impact	This amendment references another amendment which is not carried over. See G2408.3 below. The standard text of 2018 IRC addresses protection from impact.	None
IRC M1507.1, M1507.3	This amendment removes from the code whole-house ventilation systems as an option.	None
IRC G2408.3, Private garages	This amendment deleted the standard text which requires appliances installed in a private garage to be located a minimum of 6 feet above the floor unless the appliance is protected from vehicle damage. It was replaced with language detailing examples of vehicle damage protection. The standard text is identical in the 2012 and 2018 IFGC. Since the standard text, through an exception, addresses protection from vehicle damage the amendment is not carried forward.	None

IRC G2417.4.1	This amendment modified the specifications in which pressure testing was conducted and referenced single family dwellings. There are provisions in the fuel-gas chapter in the IRC that cover the test pressure specifications.	None
IRC G2417.4.2	This amendment modified the specifications in which the duration of pressure testing was conducted and referenced single family dwellings. There are provisions in the fuel-gas chapter in the IRC that cover the test duration specifications.	None
IRC G2439.4	This amendment seems to remove the provision for makeup air for a clothes dryer located in a closet. Intent is unclear.	None
IRC P2904, Dwelling Unit Fire Sprinkler Systems	This amendment removed the entire section which contains provisions for the installation of fire sprinkler systems. The removal of mandatory installation fire sprinkler systems (per Arizona Revised Statutes) is located in the amendment to R313.2 above. This amendment to P2904 is not carried forward to allow the use of fire sprinkler systems is one chooses or if an property owner association requires (as is the case of Pine Canyon).	None
IRC Appendix G - Swimming Pool, Spas, and Hot Tubs	This appendix has been removed from the 2018 IRC. The IRC now referenced the ISPSC.	None
IRC Appendix O - Grey Water Recycling Systems	This appendix has been relocated to the standard text of the IRC and is no longer an appendix which requires specific adoption to enforce.	None
IRC Appendix R - Strawbale Construction	The amendment originally created code provisions for strawbale construction. The 2018 IRC contains Appendix S - Strawbale Construction, removing the necessity for this amendment to be carried over.	None
2018 INTERNATIONAL EXISTING BUILDING CODE (IEBC)		
NEW PROPOSED AMENDMENT		
IEBC 112.1, General (Board of Appeals)	To clarify that the Title 2 of Flagstaff City Code is the governing code for a board of appeals. Language revised to reference city code.	None
IEBC 301.5, Compliance with accessibility	This amendment clarifies that the 2017 edition of the A117.1 is the governing code for accessibility as opposed to the 2009 edition contained in the referenced standards section of the IBC.	None

IEBC 408.2, Water closet replacement	This amendment changes the water consumption value for water closets (toilets) replacements, lowering the value from 1.6 gpf to 1.3 gpf.	None
NEW REQUIRED AMENDMENT		
NONE.		
EXISTING AMENDMENT WITH REVISIONS		
IEBC 105.1, Required (permits)	Amendment references 2018 IBC and IRC (as amended) for building permit requirements.	None
IEBC 105.5, Expiration, (permits)	Amendment references 2018 IBC and IRC (as amended) for permit duration.	None
IEBC 1201.2, Heritage Preservation Commission	Amendment creates section to indicate that in specific areas of the City, the City's Heritage Preservation Officer and/or Heritage Preservation Commission shall review changes to historic structures and buildings prior to issuance of a building permit for those changes. Language revised for clarity.	None
EXISTING AMENDMENT IN CURRENT CODE TO CARRY FORWARD		
NONE.		N/A
EXISTING AMENDMENT IN CURRENT CODE NOT CARRIED FORWARD		
NONE.		N/A
2018 INTERNATIONAL MECHANICAL CODE (IMC)		
NEWLY PROPOSED AMENDMENTS		
NONE.		N/A
IMC 106.5.2, Fee schedule (permits)	Amendment references 2018 IBC (as amended) for building permit fees.	None
IMC 106.5.3, Fee refunds (permits)	Amendment references 2018 IBC (as amended) for building permit fee refunds.	None
IMC 108.4, Violation penalties (violations)	Amendment references 2018 IBC (as amended) for violation penalties.	None
IMC 108.5, Stop work orders (violations)	Amendment references 2018 IBC (as amended) for stop work orders.	None
EXISTING AMENDMENT WITH REVISIONS		
IMC 109.1, Application for appeal (Means of appeal)	To clarify that the Title 2 of Flagstaff City Code is the governing entity for a board of appeals. Language revised to reference city code.	None
EXISTING AMENDMENT IN CURRENT CODE TO CARRY FORWARD		

IMC 304.2, Conflicts (Installation)	This amendment determines that when there is a conflict between the code and the listing of a products manufacturer's specification, the manufacturer's specification shall apply.	None
IMC 903.3, Unvented gas log heaters (factory-built fireplaces)	This amendment states that unvented gas log heaters must obtain local gas utility approval and submission of this approval to the building official is required prior to a building permit being issued.	None
IMC 1002.1, General (Water heaters)	This amendment clarifies that water heaters shall be capable of being removed without first removing any other appliance or a permanent portion of the building.	None
EXISTING AMENDMENT IN CURRENT CODE NOT CARRIED FORWARD		
IMC 303.4, Protection from damage	This amendment added a reference to IFGC 305.5 for protection requirements. The amended IFGC 305.5 pertains to private garages.	None
IMC 304.6, Public garages	This amendment added provisions for appliances/equipment in private garages, yet section title is "public garages". The following section, IMC 304.7, in both 2012 and 2018 pertains to private garages.	None
IMC 306.1, Access for maintenance and replacement	This amendment added language for clarity however, the intent of the language is already captured in the standard text of this section in both 2012 and 2018 IMC.	None
IMC Section 928, 928.1 Unvented room heaters	This section did not exist in the 2012 IMC as indicated. In 2012 and 2018 IMC, Section 928 is titled Evaporative Cooling Systems. Nonetheless, the intent of this previous amendment is captured in the amendment to IMC 903.3	None
2018 INTERNATIONAL PLUMBING CODE (IPC)		
NEW PROPOSED AMENDMENTS		
IPC 109.1, Application for appeal, 109.2 through 109.7 (Means of Appeal)	To clarify that the Title 2 of Flagstaff City Code is the governing code for a board of appeals. Language revised to reference city code.	None
NEW REQUIRED AMENDMENT		
IPC 106.6.2, Fee schedule	Amendment references 2018 IBC (as amended) for building permit fees.	None
IPC 106.6.3, Fee refunds	Amendment references 2018 IBC (as amended) for building permit fee refunds.	None

IPC 305.4.1, Sewer depth	This amendment requires jurisdiction to determine the sewer depth for private sewage disposal systems (septic tank) and sewage disposal systems connecting to City's system. Language is included for private systems require Coconino County approval, as this jurisdiction determines depth.	None
IPC 903.1, Roof termination	This amendment requires jurisdiction to determine the vent termination distance above the roof surface. For City of Flagstaff this is 12 inches.	None
EXISTING AMENDMENT WITH REVISIONS		
IPC Table 604.4, Maximum flow rates and consumption for plumbing fixtures and fixture fittings	This existing amendment changed the water consumption value for water closets (toilets) lowering the value from 1.6 gpf to 1.3 gpf. Conflicting language in the online versions of the 2012 adoption/amendment document regarding urinals that appeared in an amendment to another section (see IPC 419.4) has been relocated to this amendment and clarified. Language added for dual flush toilets added for clarity even though referenced standards for dual flush toilets are included in the standard text.	None
EXISTING AMENDMENT IN CURRENT CODE TO CARRY FORWARD		
IPC 301.7, Conflicts	This amendment determines that when there is a conflict between the code and the listing of a products manufacturer's specification, the manufacturer's specification shall apply.	None
IPC 305.4, Freezing	This amendment revises the distance below grade in which plumbing pipes shall be located for freeze protection.	None
IPC 312.1, Required tests	This amendment removes "for piping systems other than plastic" from the fourth sentence to allow any type of pipe, regardless of material, to be tested with air. This is to allow testing to be done using air particularly in winter where testing with water may not be possible due to freezing temperatures.	None
IPC 312.3, Drainage and vent air test	This amendment deletes the first sentence: "Plastic piping shall not be tested using air." This is to allow testing to be done using air on all systems, including plastic, particularly in winter where testing with water may not be possible due to freezing temperatures. Standard practice for cold climates.	None

IPC 312.6, Gravity sewer test	This amendment removes the requirement for this test. This test has historically NOT been performed in Flagstaff and is difficult to achieve.	None
IPC 312.7, Forced sewer test	This amendment removes the requirement for this test. This test has historically NOT been performed in Flagstaff and is difficult to achieve.	None
IPC 703.7, Building sewer locating means	This amendment requires non-metallic sewer piping to be installed with tracer wire.	None
EXISTING AMENDMENT IN CURRENT CODE NOT CARRIED FORWARD		
IPC 301.3, Connections to drainage system	It appears that this amendment was not necessary as the language of the standard text of 2012 IPC is the same as the amendment. The 2018 IPC standard text is the same, with the exception of grey water and subsurface landscape irrigation are now referred to as "Chapters 13 and 14" where they are covered.	None
IPC 312.4, Drainage and vent final test	This amendment removed the requirement for this test. It is believed it was amended out because of the smoke text language. The smoke text language is included in the vent it is opted, it is not required. A visual tes, as indicated in the first sentence of the section, is required and has been taking place in the field.	None
IPC 419.4, Urinals	The language of this amendment, to apply a maximum of one pint per flush for urinals, has been relocated to the appropriate section. See proposed amendment to IPC Table 604.4.	None
IPC 607.2, Hot or tempered water supply to fixtures	This amendment removed the limit on the developed length of water supply systems of hot or tempered water to 50 feet and requirement for a recirculation pump for systems over 50 feet in developed length. In 2018 IPC standard code text remains the same. For purposes of water conservation, this amendment has been not carried forward.	None
IPC Section 610 Disinfection of potable water system	This amendment removed the requirement for new and repaired potable water systems to be flushed ("purged of deleterious matter") and disinfected. As a matter of public health and safety, this amendment has not been carried forward.	None
IPC Appendix C - Grey water recycling systems	It appears that this amendment was not necessary in 2012 nor is it in 2018. In the 2012 and 2018 IPC, grey water recycling systems are included in Chapter 13, not as an appendix which requires a local amendment to adopt.	None
2018 INTERNATIONAL FUEL GAS CODE (IFGC)		

NEW PROPOSED AMENDMENTS		
IFGC 109.1, Application for appeal 109.2 through 109.7 (Means of Appeal)	To clarify that the Title 2 of Flagstaff City Code is the governing code for a board of appeals. Language revised to reference city code.	None
NEW REQUIRED AMENDMENT		
IFGC 106.6.2, Fee schedule	Amendment references 2018 IBC (as amended) for building permit fees.	None
IFGC 106.6.3, Fee refunds	Amendment references 2018 IBC (as amended) for building permit fee refunds.	None
EXISTING AMENDMENT WITH REVISIONS		
NONE.		
EXISTING AMENDMENT IN CURRENT CODE TO CARRY FORWARD		
IFGC 303.3, Prohibited locations	This amendment removes two exceptions to prohibited locations. These two exceptions contain provisions for unvented room heaters which are not permissible by the local gas utility. See amend to IFGC Section 621 below.	None
IFGC 403.4.3, Copper and copper alloy	This amendment prohibits the use of copper, copper, alloys in fuel-gas piping installations.	None
IFGC Section 621 Unvented room heaters	This amendment deletes unvented room heaters completely, effectively prohibiting their use. Unisource, the local natural gas utility, confirmed with Building Safety staff that they will not allow service connection to a building equipped with unvented fuel-gas appliances. In addition to this, unvented room heaters are equipped with oxygen depletion sensors which are restricted to elevations lower than 5000 feet above sea level.	None
EXISTING AMENDMENT IN CURRENT CODE NOT CARRIED FORWARD		
IFGC 305.5, Private garages	This amendment deleted the standard text which requires appliances installed in a private garage to be located a minimum of 6 feet above the floor unless the appliance is protected from vehicle damage. It was replaced with language detailing examples of vehicle damage protection. The standard text is identical in the 2012 and 2018 IFGC. Since the standard text, through an exception, addresses protection from vehicle damage the amendment is not carried forward.	None

IFGC 406.4.1, Test pressure	This amendment modified the specifications in which pressure testing was conducted and referenced single family dwellings. There are provisions in the fuel-gas chapter in the IRC that cover the test pressure specifications.	None
IFGC 406.4.2, Test duration	This amendment modified the specifications in which the duration of pressure testing was conducted and referenced single family dwellings. There are provisions in the fuel-gas chapter in the IRC that cover the test duration specifications.	None
IFGC 614.5, Makeup air (clothes dryer exhaust)	This amendment removed the requirement for makeup air to be provided when an installation exhausting more than 200 cfm, leaving only the standard text which addresses installations in a closet.This seems to ignore installations in commercial laundromats and shared/common laundry rooms in hotels or apartment developments where multiple clothes dryers are likely to be installed.	None
2018 INTERNATIONAL ENERGY CODE (IECC)		
NEW PROPOSED AMENDMENTS		
IECC C101.2.1, Appendices	This amendment creates the typical Appendices section appearing in the other International Codes. The amendment also adopts Appendix CA - Solar-Ready Zone - Commercial. Adoption of Appendix CA addresses CAAP Action ID E-2-G	None
IECC C109.1, General (Board of Appeals), C109.3	To clarify that the Title 2 of Flagstaff City Code is the governing code for a board of appeals. Language revised to reference city code.	None
IECC C202 General definitions	This amendment revises the definition of "residential building" to include R-2, R-3, and R-4 buildings three stories above concrete podium and without interior conditioned common entry/exit corridors. The revised definition also clarifies that when a residential building contains accessory common and/or commercial uses those portions are to comply with the commercial provisions of the IECC.	None
IECC CA101.1, General	This amendment requires new construction is to comply with this appendix.	None

IECC R101.2.1, Appendices	This amendment creates the typical Appendices section appearing in the other International Codes. The amendment also adopts Appendix RA - Solar-Ready Zone - Residential. Adoption of Appendix RA addresses CAAP Action ID E-2-G	None
IECC R109.1, General (Board of Appeals), R109.3	To clarify that the Title 2 of Flagstaff City Code is the governing code for a board of appeals. Language revised to reference city code.	None
IECC R202, General Definitions	This amendment revises the definition of "residential building" to include R-2, R-3, and R-4 buildings three stories above concrete podium and without interior conditioned common entry/exit corridors. The revised definition also clarifies that when a residential building contains accessory common and/or commercial uses those portions are to comply with the commercial provisions of the IECC.	None
IECC RA101.1, General	This amendment requires new construction is to comply with this appendix.	None
IECC RA103.6, Interconnection pathway	This amendment deletes the standard language for internconnection pathway, renames the section "Capped roof sleeve penetration" and defines the requirements for this building element in accordance with IRC Appendix T amendments.	Varies,$150-$300
IECC RA103.7, Electrical service reserved space	This amendment revises the requirement for reserved space in the electrical service panel for future solar photovoltaic installation based on feasibility.	None
NEW REQUIRED AMENDMENT		
NONE.		
EXISTING AMENDMENT WITH REVISIONS		
IECC R402.1.1, Insulation and fenestration criteria	This amendment adds an exterior wall insulation value for 2x4 wood framed walls and adds a footnote to make an exception for the U-value of windows used in an approved passive solar design.	None
EXISTING AMENDMENT IN CURRENT CODE TO CARRY FORWARD		
IECC R403.7, Equipment sizing and efficiency rating (mandatory)	This amendment adds the requirement for 90% condensing type furnaces to all new construction.	None
EXISTING AMENDMENT IN CURRENT CODE NOT CARRIED FORWARD		

C101.2 and R101.2, Scope	The section numbers cited in the amendment do not exist in the 2009 IECC. This amendment created an exception to allow R-2 occupancies (which include uses such as apartment buildings and hotels) to comply with either the commercial or residential provisions of the IECC. The 2009 and 2018 IECC definition of "residential building" includes R-2 occupancies three stories or less in height.	None
403.1.2	This amendment required the installation of programmable thermostats in new construction and replacement heating units. The use of programmable thermostats is mandatory in the 2018 IECC residential provisions.	None
403.11	This amendment required the installation of height efficiency toilets with a maximum 1.3 gpf. There are current amendments to the 2012 edition and proposed amendments to the 2018 IPC and IRC specifying this water consumption limit.	None
N1105.10	The section number cited does not exist in the 2009 IECC. The amendment voluntarily requested that new single family dwellings have a piping only installation for grey water system. The 2018 IPC and IRC contain provisions for (voluntary) installation of grey water (non-potable water) systems.	None
505.5, Interior lighting power requirements (prescriptive; commercial)	This amendment deleted this section.	None
505.6.1 and 505.6.2, Exterior lighting power	The amendment deleted this standard text and replaced with a reference to the City's dark sky ordinance, thereby removing any power consumption standards. Removal of the dark sky ordinance does not remove its requirement as it is contained within the Flagstaff Zoning Code. All commercial projects are reviewed by Current Planning at the time of building permit application/plan review for compliance with the dark sky lighting ordinance.	None
2018 INTERNATIONAL SOLAR ENERGY PROVISIONS (ISEP)		
NEW PROPOSED AMENDMENTS		

Note: The 2018 ISEP is a compilation of all solar energy provisions found throughout the 2018 International Codes (IBC, IRC, IECC, IMC, IPC, IFC, and ISPSC). As such, each code section contained within this document is also identified by its corresponding section number from the original International Code source. Amendments to any section from the source codes, including the 2018 International Fire Code (IFC) as adopted under Flagstaff City Code, Title 5, shall apply to the 2018 ISEP.		N/A
NEW REQUIRED AMENDMENT		
See note above, under "new proposed amendments".		N/A
EXISTING AMENDMENT WITH REVISIONS		
NONE. NOT APPLICABLE.		N/A
EXISTING AMENDMENT IN CURRENT CODE TO CARRY FORWARD		
NONE. NOT APPLICABLE.		N/A
EXISTING AMENDMENT IN CURRENT CODE NOT CARRIED FORWARD		
NONE. NOT APPLICABLE.		N/A
2018 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC)		
NEW PROPOSED AMENDMENTS		
ISPSC 108.1, Application for appeal (Means of Appeal)	To clarify that the Title 2 of Flagstaff City Code is the governing code for a board of appeals. Language revised to reference city code.	None
ISPSC 202, Definitions	This amendment revises the definition of "residential swimming pool" in accordance with the Arizona Revised Statutes definition (18 inch depth compared to 24 inch depth)	None
ISPSC 305.2.1, Barrier height and clearances	This amendment revises the barrier height requirement in accordance with the Arizona Revised Statutes definition (48 inch height compared to 60 inch height)	None
NEW REQUIRED AMENDMENT		
NONE.		N/A
EXISTING AMENDMENT WITH REVISIONS		
NONE. NOT APPLICABLE.		N/A
EXISTING AMENDMENT IN CURRENT CODE TO CARRY FORWARD		
NONE. NOT APPLICABLE.		N/A

EXISTING AMENDMENT IN CURRENT CODE NOT CARRIED FORWARD		
NONE. NOT APPLICABLE.		N/A
2017 NATIONAL ELECTRICAL CODE (NEC)		
NEW PROPOSED AMENDMENTS		
NONE.		N/A
NEW REQUIRED AMENDMENT		
NONE.		N/A
EXISTING AMENDMENT WITH REVISIONS		
NONE.		N/A
EXISTING AMENDMENT IN CURRENT CODE TO CARRY FORWARD		
NEC Article 110.5, Conductors	This amendment specifies the use of copper for conductors carrying current and places limitations on the use of aluminum wire.	None
NEC Article 110.7, Wiring integrity	This amendment adds the requirement for high-potential (hi-pot) voltage testing on installation of 1000 amperes and greater.	None
NEC Article 210.5, Identification of branch circuits	This amendment specifies a wiring identification method based on common industry practice. The NEC does not specify color coding for different voltage systems.	None
EXISTING AMENDMENT IN CURRENT CODE NOT CARRIED FORWARD		
NEC Article 110.2	This amendment required that all electrical conductors, components, material, and equipment to be listed and labeled (for their use). The 2017 NEC contains standard language requiring listing and labeling.	None

Additional information:	
IBC 1404.3.1: Class I vapor retarders include polyethylene and the standard is 4-mil poly. This material does qualify as not exceeding 1 perm (permeability) but only in a gaseous state. Once the vapor (gas) is transmitted from the cold to the warm side (insulated wall) the gas vapor condenses to liquid (water), which causes mold and rot. Class II vapor retarders include kraft-faced fiberglass batt insulation and we mainly experience un-faced batt insulation or spray-foam insulation being used in the county. A Class III vapor retarder can be used in lieu of Class I and II when continuous insulation is used in the wall cavity. This is required by code so in essence only Class III vapor retarders should be required on the warm in winter side. The most common Class III vapor retarder is latex or enamel paint.	**IRC R302.13**: This code section does not differentiate between basements or crawl spaces and the different hazards associated between the two. During the 2007 Minneapolis Code Hearings this code proposal was presented by the Fire Service and the entire presentation represented structures with full basements with open web floor trusses. Basements are quite different from crawl spaces and even though this code section includes crawl spaces that contain fuel-fired or electric-powered furnaces the dangers to firefighting personnel is not the same. The City of Flagstaff, along with Coconino County, would like to exempt crawl spaces that do not exceed 48-inches from grade to underside of floor with having to have gypsum board (or other material permitted as defined in code section) applied to the floor system. The other determining factor that is overlooked is that basements do not receive insulation in the joist cavities whereas crawl spaces do. A trade off option of the gypsum board in this section of code allows mineral wool to be placed along the webs of I joists to protect it from fire degradation. Joist cavities that are fully insulated would provide even better fire protection of the floor support system.
IRC R507.9.2: This code provision, which requires a minimum of (2) 1,500lb lateral hold-down connections within 24-inches of each end of the deck, relates to the hazards of deck collapses associated with unanticipated lateral loads. There is a potential danger to decks with walking surface 30 inches and greater above grade (walking surfaces adjacent to grade changes 30 inches or greater do not require fall protection in the form of guards and are exempt from building permits) so proposes to exempt the (2) lateral connections on decks with walking surfaces that do not exceed 30 inches above grade. This proposed exemption does not prohibit the installation of lateral load connections if one chooses.	

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

TITLE 4
BUILDING REGULATIONS

CHAPTERS:

4-01 ADMINISTRATIVE ENACTMENTS (Page 2)

4-02 INTERNATIONAL RESIDENTIAL CODE (IRC), 2012 EDITION, AMENDMENTS, ADDITIONS, AND DELETIONS (Page 12)

4-03 INTERNATIONAL BUILDING CODE (IBC), 2012 EDITION, AMENDMENTS, ADDITIONS, AND DELETIONS (Page 33)

4-04 INTERNATIONAL PLUMBING CODE (IPC), 2012 EDITION, AMENDMENTS, ADDITIONS, AND DELETIONS (Page 39)

4-05 NATIONAL ELECTRICAL CODE (NEC), 2011 EDITION, AMENDMENTS, ADDITIONS, AND DELETIONS (Page 42)

4-06 INTERNATIONAL MECHANICAL CODE (IMC), 2012 EDITION, AMENDMENTS, ADDITIONS, AND DELETIONS (Page 44)

4-07 INTERNATIONAL FUEL GAS CODE (IFGC), 2012 EDITION, AMENDMENTS, ADDITIONS, AND DELETIONS (Page 46)

4-08 INTERNATIONAL EXISTING BUILDING CODE (IEBC), 2012 EDITION, AMENDMENTS, ADDITIONS, AND DELETIONS (Page 48)

4-09 INTERNATIONAL ENERGY CONSERVATION CODE (IECC), 2009 EDITION, AMENDMENTS, ADDITIONS, AND DELETIONS (Page 49)

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

CHAPTER 4-01
ADMINISTRATIVE ENACTMENTS

The following applies to Chapters 4-01 through 4-09

SECTIONS:

4-01-001-0001 DEFINITIONS
4-01-001-0002 ADOPTION OF 2012 INTERNATIONAL BUILDING, RESIDENTIAL, AND PLUMBING CODES, WITH AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; 2011 NATIONAL ELECTRICAL CODE, WITH AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; 2012 INTERNATIONAL MECHANICAL CODE, WITH AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; 2012 INTERNATIONAL FUEL GAS CODE WITH AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; 2012 INTERNATIONAL EXISTING BUILDING CODE WITH AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; 2006 INTERNATIONAL ENERGY CONSERVATION CODE WITH AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; ICC A117.1-2009 Accessible And Usable Building And Facilities; 1997 UNIFORM HOUSING CODE WITH AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; 1997 UNIFORM ADMINISTRATIVE CODE, WITH AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; AND 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, WITH AMENDMENTS, ADDITIONS, AND DELETIONS THERETO.
4-01-001-0003 SAVING CLAUSE
4-01-001-0004 VIOLATION AND PENALTIES
4-01-001-0005 AMENDMENTS, ADDITIONS AND DELETIONS

4-01-001-0001 Definitions

As used in this City of Flagstaff 2013 Building Code Amendments and all of the referenced herein adopted International Codes, the following terms shall have the meaning herein prescribed:

A. Wherever the word "Municipality" or "[Name of Jurisdiction]"is used, it shall be mean the City of Flagstaff.

B. Wherever the term "Department of Building Safety" is used, it shall mean "Development Services Division."

C. Wherever the term "Corporation Counsel" is used in this Chapter, it shall mean the Attorney for the City of Flagstaff (Ordinance 587:8-14-62).

D. Wherever the term "Administrative Authority" is used in conjunction with publicly provided utilities (natural gas, electricity, internet and broad band service, telephone, and cable television), it shall mean the current contract company providing the respective service. Wherever the term "Administrative Authority" is used in conjunction with publicly provided utilities or permits (water, sewer, storm water management and/or building permits), it shall mean the City of Flagstaff.

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

4-01-001-0002 Adoption of 2012 International Building, Residential, and Plumbing Codes, with amendments, additions, and deletions thereto; 2011 National Electrical Code, with amendments, additions, and deletions thereto;

There are hereby adopted by the City Council of the City of Flagstaff for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, alteration, removal, maintenance of buildings and structures, including permits and penalties, those certain International Codes known and referred to with particularity as the International Building Code (IBC), 2012 Edition, providing for amendments, additions and deletions thereto and International Residential Code (IRC), 2012 Edition, providing for amendments, additions and deletions thereto; International Plumbing Code (IPC), 2012 Edition, providing for amendments, additions and deletions thereto, the 2011 National Electrical Code, providing for amendments, additions and deletions thereto; International Mechanical Code, 2012 Edition, providing for amendments, additions and deletions thereto; International Fuel Gas Code, 2012 Edition, providing for amendments, additions and deletions thereto; International Existing Building Code, 2012 Edition, providing for amendments, additions and deletions thereto; International Energy Conservation Code, 2009 Edition, providing for amendments, additions, and deletions thereof; ICC A117.1-2009, Accessible And Usable Building And Facilities; Uniform Housing Code, 1997 Edition, Uniform Administrative Code, 1997 Edition, and Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, three (3) copies of which are on file in the office of the City Clerk of the City of Flagstaff, and the same made part hereof by this reference as if fully and completely herein set forth. The provisions of the aforestated Codes, 2012 editions, shall be controlling for construction within the corporate limits of the City of Flagstaff.

4-01-001-0003 SAVING CLAUSE

Nothing in this Chapter or in the International Building Codes hereby adopted shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinances replaced hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Chapter.

4-01-001-0004 VIOLATION AND PENALTIES

A. Violations. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any building or permit the same to be done in violation of this Code.

B. Penalties. Any person, firm, or corporation violating any provision of this Code shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine and/or imprisonment set forth by the governing laws of the jurisdiction. Each separate day or any portion thereof, during which any violation of this Code occurs or continues, shall be deemed to constitute a separate offense.

4-01-001-0005 Amendments, Additions, and Deletions

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

The following provisions shall have the effect of either amending, adding to, or deleting from the International Codes 2012 Editions and the National Electrical Code, 2011 Edition.

(Amended, Ord. 2009-06, 07/18/2009; Amended Ord. No. 2011-12, (July 19, 2011)

CHAPTER 1, ADMINISTRATION

Amend Section R103.1 IRC and 103.1 IBC to read:

The Development Services Section, Building Safety Program, is appointed as the regulating office and the Building Official is known as the code official.

(Amended Ord. No. 2011-12, (July 19, 2011)

Revise the amendments to Sections R104.7, 104.7, and 104.8 by striking the third paragraph:

The Building Official shall keep comprehensive records of applications or permits issued, or certificates issued or inspections made, or reports rendered and of notices of orders issued.

All such records shall be open to public inspection for good and sufficient reasons at the stated office hours but shall not be removed from the office of the Building Official without his written consent. All records are kept in both hard copy and electronic format. The electronic format information may be requested on a "walk-in" basis and reviewed during normal working hours; copies or inspection of original documentation requires written notice and reasonable amount of time for Staff to collect the required records from an off-site warehouse location. Written requests will go through the City Clerk's office for processing. (Amended Ord. No. 2011-12, (July 19, 2011))

Amend Table R301.2 (1) "Climatic and Geographic Design Criteria" as follows:

This information may be used by Design Professionals in lieu of the tables provided in Chapter 16 of the International Building Code (IBC), 2012 Edition.

Ground Snow Load (where accounting has been given for factored snow loads as given in ASCE 7, Chapter 7. No reduction for slopes less than 45 degrees without providing engineering and/or approval by the Building Official)	50 pounds per square foot
Wind Speed:	90 miles per hour
Wind Exposure Category:	"B"
Seismic Design Category:	"C"
Weathering:	Severe
Frost line depth:	30 inches
Termite:	Moderate to Heavy

Decay:	Moderate
Rain fall – 100 year	2.5 inches per hour
Winter Design Temperature:	4 degrees (F)
Ice Shield Under-layment Req'd:	Yes
Flood Hazards:	1-19-83; 9-18-90*
Air Freezing Index:	1014
Mean Annual Temperature:	45.4 degrees (F)
Climate Zone (IECC, Table 301.1):	Zone 5

* The flood hazard dates reflect the current National Flood Insurance Program without notice.

(Amended Ord. No. 2011-12, (July 19, 2011))

Amend Sections R105.2 and 105.2, Work Exempt from Permits, by adding:

Garden walls, fences less than 6 feet in height, decks/patios less than 30″ above finished grade and all shed structures under 200 square feet will require a Minor Improvement permit as approved under COF Ordinance 2006-12

(Amended Ord. No. 2011-12, (July 19, 2011))

Delete Sections R105.5 IRC and 105.5 IBC, Expiration, and replace with:

Every residential permit issued shall become invalid unless the work authorized by such permit is completed within one year (365 days) from the issuance date of the building permit. The Building Official is authorized to grant, when request for extension is received in writing, one extension not to exceed 180 days. The extension shall demonstrate cause such as financial, weather delays, material delivery, etc. The permit may be extended for an additional year (365 days) by paying one half the original permit fee (not including the plan check fee), thereby allowing a maximum time of completing the project to 30 months. Failure to obtain a certificate of occupancy within 30 months shall result in a report being recorded with the Coconino County Recorder's office for incomplete work or no final inspection report of the project. All residential "over-the-counter" permits for plumbing, mechanical, electrical and re-roofing shall be valid for a maximum period of 180 days.

All commercial construction permits for new, remodels, additions, and alterations shall be valid for a maximum period of 720 days. One extension shall be granted for an additional 360 days when requested in writing and justifiable cause is demonstrated. After the one time extension has expired, the next additional extension will require the applicant to pay one-half the permit fee for an additional 360 day extension. Permits not passing final inspection over 1440 days will be expired and the applicant must submit for a new permit and pay all associated fees. All commercial "over-the-counter" permits for plumbing, mechanical, electrical and re-roofing shall be valid for a maximum period of 180 days.

(Amended Ord. No. 2011-12, (July 19, 2011))

Amend Section 105.2, Electrical, by adding:

Approved portable equipment used in conjunction with special events in public locations (parks, parking lots, public owned land, et cetera) of

25 kw or greater will have an over-the-counter electrical permit issued and a licensed electrical contractor for installation or set up.

The issuance of an electrical permit shall not be construed as an approval by the electrical inspector of any diagrams, drawings, specifications, or details of such contemplated work insofar as the same or any portion thereof is in conflict with this Chapter or any other rules or regulations governing electric installations in the City of Flagstaff. The holder of an electrical permit shall not do or perform any work other than that designated in the application for said permit without first notifying the electrical inspector and paying the additional fee therefore. No work shall be permitted at any location other than that designated by the permit. The electrical inspector must be given immediate notice when an installation is ready for either rough or final inspection.

(Amended Ord. No. 2011-12, (July 19, 2011))

Amend Section 105 IBC by adding Section 105.8, Temporary Permit:

Section 105.8. Temporary Permit. Permits may be issued by the Building Official for the use of certain classes of temporary open wiring such as for carnivals, fairs, demonstrations, evangelistic meetings, town parties, auction sales, and others. Such permits shall be granted for a period of two (2) weeks only, with a possible extension of one (1) week if the circumstances are justified in writing to the Building Official. No such temporary permits shall be granted in succession at the same location, and under no circumstances shall any person connect or put into service any temporary wiring until a permit has been obtained.

Temporary permits shall also be granted for the use of temporary wiring for lights and power on buildings under construction. Such permits are void automatically upon cessation of active construction or when, in the judgment of the Building Official, such wiring becomes hazardous. Provisions of Article 525 of the National Electrical Code (NEC), 2011 Edition shall be followed with respect to temporary wiring.

(Amended Ord. No. 2011-12, (July 19, 2011))

Amend Section R106.1.1, Information on Construction Documents, by deleting the first sentence and replace with:

Construction documents shall be drawn upon suitable material, drafting paper, vellum, etc. and shall be a maximum size of 24″ x 36″, size D paper. The minimum size of drawings that have the minimum required drawings (site plan, foundation plan, floor plans for each floor, elevations, framing plans, roof & floor manufactured layout plans, critical sections, and details will be 18″ x 24″). Floor framing, foundation, roof framing and floor plans must be drafted to the same scale, i.e., ¼″=1′-0″. The minimum size for amended cut-sheets or details will be 8-1/2″ x 11″ and will not exceed the maximum sheet size. Larger sized drawings must be approved by the Building Official and justification established for why drawings can’t be presented on the smaller size sheets. [It is expected that larger commercial projects

will fall into this exception]. The written scope or description of the work may be provided on the building permit application form as long as it describes accurately the work to be performed.

All structural elements (i.e., posts and beams) shall be on the related plan sheet(s) which corresponds to the work being proposed.

Embedded anchors shall be on the foundation plan. Post bases/caps shall be on the framing plan or shown on specific details for the assembly.

Each floor shall have its own framing plan. First floor framing will not be superimposed on second floor framing or roof framing plans as an example.

(Amended Ord. No. 2011-12, (July 19, 2011)

Amend Section 106.1 IBC, Submittal Documents, by adding:

Residential, single family detached, structures are exempt from the requirements for a Design Professional under Arizona Revised Statutes (ARS 32-121 et. seq.) unless circumstances dictate the need for professional design submittal. Duplexes and triplex units which do not exceed 3,000 square feet, two stories or a total occupant load of 20, may also be designed by a non-registrant as long as the unit(s) has/have only one owner.

Sub-assemblies, such as roof trusses or manufactured floor beams that indicate all imposed loading may be submitted without the "stamp" of an Arizona certified or registered Design Professional.

Any retaining walls having any imposed surcharges from adjacent structural elements or unbalanced loading that exceed four (4) feet (1224 mm), shall be designed by an Arizona certified or registered Design Professional and shall be submitted at the time of permit application.

Pursuant to Arizona Revised Statutes § 32-121 et.seq. governing the regulation of Design Professionals (i.e. architects and engineers), all commercial occupancies for new construction, additions, alterations or repairs within the City of Flagstaff shall be prepared by an Arizona certified or registered Design Professional in good standing when:

1. The total square footage of any building exceeds 3,000 square feet, or
2. The total occupancy of the building exceeds 20 people, or
3. Any structural member required for the project exceeds twenty feet (20') in length.

The certified or registered Design Professional of Record must provide his/her "stamp" upon all working drawings. Drawings not prepared by the Design Professional of Record may be annotated as such, but the "stamp" shall be affixed to all the drawings in the construction working drawings set to indicate that coordination of the total project has been done by the Design Professional of Record.

A design professional is required for electrical service entrance sections of 600 amps and greater.

(Amended Ord. No. 2011-12, (July 19, 2011)

Amend Sections 108.4 and R108.4 by adding:

Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to an investigation fee of $94.00 or twice the permit fee, whichever is greater.

(Amended Ord. No. 2011-12, (July 19, 2011)

Amend Sections R108.5 IRC and 108.5 IBC, Related Fees, by adding:

The fee schedule shall be based upon the 1997 Uniform Administrative Code, Table 3D, and shall be annually reviewed and the revised fees published by the Building Safety Program, Development Services Section. Valuation fees for commercial work shall be annually reviewed in accordance with the International Code Council Building Safety Journal Fee structure. Residential fee valuation shall be subject to approval for increases by the City of Flagstaff Council based upon the recommendation of the Building Official and shall be published for public review.

(Amended Ord. No. 2011-12, (July 19, 2011))

Amend Sections R108.6 IRC and 108.6 IBC, Refunds, by adding:

The applicant may receive up to 80% refund for the total building permit fee if no work has begun and no inspections have been performed. No refund of the plan review fee is authorized after the permit has been issued. The refund of a plan review fee is also limited to 80%, assuming that no review has been performed. The Building Official shall determine, based upon work done, how much of fees paid are actually refunded. There shall be no refund of any required deposit once the administrative routing and plan review process has begun.

(Amended Ord. No. 2011-12, (July 19, 2011))

Add Sections R108.7 IRC and 108.7 IBC, Re-Inspection Fee(s) as follows:

Re-inspection fees may be assessed for each inspection or re-inspection when the portion of work for which the inspection was scheduled is not complete or when corrections from a previous inspection are not made. Other events which may require the imposition of a re-inspection fee are: failure to have the inspection record on the job site when the inspector arrives; the approved plans not on the job site for the inspector to review; and failure to provide access to the job site or area to be reviewed by the inspector. Appeals for such fees are made to the Building and Safety Manager. To obtain a re-inspection after the inspector has left notice that a fee must be assessed; the applicant must pay a $94.00 fee.

(Amended Ord. No. 2011-12, (July 19, 2011))

Amend Sections R110.4 IRC and 110.3 IBC, Temporary Occupancy, by adding.

Temporary Certificate of Occupancies for residential construction (detached single family dwellings and duplexes) is not authorized.

Exceptions: (1) When a driveway approach cannot be poured due to weather, then the Building Official can approve a temporary Certificate of Occupancy after the applicant has posted a bond with the City of Flagstaff; (2) If the structure meets all the requirements for habitable space and sanitation, then a Certificate of Occupancy will be granted. Any unfinished items (i.e. extra bonus rooms, basement finishing, etc.,) will be annotated in the inspection record as "not inspected" at the time of Certificate of Occupancy issuance. Applicants moving into a dwelling prior to receiving a Certificate of Occupancy may be evicted as the property is posted "NO OCCUPANCY" by the building inspector or Building Official.

Construction Hours:

Refer to Ordinance 2004-21 of the City Code, Chapter 6-08, Noise Control, Section 6-08-001-0002 for time frames on noise restrictions.

(Amended Ord. No. 2011-12, (July 19, 2011)

Amend Section R112 of the IRC and Section 112 of the IBC, Board of Appeals, by deleting the Sections in their entirety and replacing with:

Board of Appeals, Refer to Ordinance 2011-31 for establishment and requirements of the Board of Appeals.

CHAPTERS 2 OF IRC AND IBC, DEFINITIONS

Amend IBC Section 202 by adding the following definitions:

ACCESSORY DWELLING UNITS. An Accessory Dwelling Unit (ADU) may be either attached or detached and is secondary to the primary residence. The full definitions and application of constructing an ADU is covered under COF Ordinance 2007-20, adopted on 20 March 2007. The ADU is limited in size to be not less than 300 square feet and not greater than 500 square feet in size on lots less than one acre. For lots one acre and larger, the size is limited to 800 square feet maximum. The ADU shall provide complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

ACCESSORY ENERGY SYSTEMS. An accessory energy system will include wind turbines, PV solar, thermal solar, geo-thermal, bio-mass and other technologies that provide heating, cooling or electrical energy. The systems will be subject to a building permit and limited by zoning ordinances for visual, design, height and setback requirements.

CITY shall mean the City of Flagstaff.

CONDOMINIUMS. Condominiums are defined in the International Building Code, 2012 Edition as a R-2 occupancy and will not be reviewed using the 2012 IRC. Condominiums are a collection of individually owned parcels or individual units within a common structure, combined with a joint ownership of commonly used property (sidewalks, hallways, stairs, etc.). The condominium is defined as the ownership of air-space with no ground attached.

INSPECTION is an examination by which a qualified person conducts an investigation of a completed trade, such as framing, electrical, plumbing or mechanical to assure compliance with adopted minimum codes, or to investigate sub-standard housing as defined in the Uniform Housing code, or investigate dangerous conditions as defined per the Uniform Code for the Abatement of Dangerous Buildings.

LADDER BACKING shall mean or refer to wood construction used at perpendicular or angular intersections of non-load bearing walls between stud bays.

STOCKPILING shall mean the same as fill, except that it is assumed to be loose un-compacted material that is placed on a site for a temporary period of time. Stockpiling shall require a grading permit when it exceeds 50 cubic yards and shall not remain on the site for more than six (6) months without written permission from the Building Official or the City Engineer.

TEMPORARY shall mean a period not to exceed six (6) months.

TOWNHOUSES. Attached dwelling units with a legally described property line between units (two or more units; shall be reviewed using the International Residential Code, 2012 Edition, unless approved by the Building Official to be reviewed using the International Building Code, 2012 Edition. Developers must maintain a five (5) foot clearance on townhouse end units between the property line and the face of the structure to allow for openings in the side walls of the individual units. Exceptions would be a recording of a "five (5) foot no-build easement on the Final Plat" or the unit is adjacent to a public right-of-way.

USABLE SPACE. Any space which can be either occupied, used for storage of materials and/or service area which houses mechanical equipment. The space may or may not have environmental conditioning. The usable space will include access corridors, utility closets, mezzanines, basements, crawl space storage, attic areas rated for either storage or floor loading, vestibules, and/or storage spaces.

(Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011)

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

CHAPTER 4-02

INTERNATIONAL RESIDENTIAL CODE

Sections:

4-02-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

4-02-001-0001 Amendments, Additions, and Deletions

The following provisions shall have the effect of either amending, adding to, or deleting from the International Residential Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption.

CHAPTER 3, IRC, BUILDING PLANNING

Revise the amendment to Section R325, Manufactured Housing Design Requirements, as follows:

> All new manufactured housing (housing classified as modular, factory built or manufactured house) installed within the City of Flagstaff will be designed to meet HUD minimum standards. The City of Flagstaff enforces a 40 pounds per square foot roof snow load for site built construction. HUD standards for snow winter areas in Arizona is not consistent with local conditions and owners should be aware of the differences.
>
> For "used" manufactured housing or "resale"/relocated manufactured housing being brought into the City of Flagstaff, the following applies. As per direction from the State of Arizona, Office of Manufactured Housing, A.R.S. Title 41, specifically requires that all manufactured housing units be certified to meet the minimum standards of the United States Department of Housing and Urban Development and are to be designed in accordance with consistent State of Arizona Standards for manufactured homes and related industries. An applicant requesting an installation permit and inspection will be required to provide proof to the Building Official of the current State certification or re-certification of the unit.

Amend Section R309.5 Fire Sprinklers by deleting entire section.

> (Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011)

CHAPTER 4, IRC, FOUNDATIONS

Revise the amendment to Section Amend R401.4.1 as follows:

> All new residential subdivisions require a geotechnical soils report be prepared with foundation recommendations. In established areas of the City of Flagstaff, "in-fill" or vacant lots in subdivisions established prior to 1996, the designer may use 1500 pounds per square foot. Where the Building

Official determines that in-place soils with an allowable bearing capacity of less than 1500 pounds per square foot (psf) are likely to be present at the site, then allowable bearing capacity shall be determined by a geotechnical investigation at the expense of the permit applicant.

(Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011))

Amend R403.1 by adding:

All footings located less than 18 inches (457 mm) below existing grade to be air entrained, 3,500 psi concrete (severe weather), and pinned to rock at intervals specified for foundation wall vertical reinforcements or as specified by the Arizona design professional.

Revise the amendment to R403.1.1 by deleting the following language:

Spread footings shall be at least 8 inches (204 mm) in thickness. Footing projections, *P*, shall be at least 4 inches (102 mm) and shall not exceed the thickness of the footing.

(Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011))

Amend R403.1.2 and R403.1.3 by adding:

Add Seismic "C" category to both sections at all seismic D1 and D2 locations.

Amend R403.1.3 by deleting the exception.

Amend Table R403.1 by changing:

All references to 1,500 and 2,000 psf Load Bearing columns shall be changed from 12 inch (305 mm) and 15 inch (383 mm) minimum width of concrete or masonry footings to 16 inch (408 mm) minimum width for one and two story convention light-frame construction and one story under 4-inch brick veneer and 8-inch solid or fully grouted masonry structures.

Delete R403.1.3.1 in its entirety and add the following language to the replacement amendment:

Foundations with stem-walls shall be provided with a minimum of one No. 4 bar at the top of the wall and two No. 4 bar at the bottom of the footings equally spaced.

Exception: Footing designs without reinforcing steel must be "sealed" by a certified or registered Design Professional.

Delete Section R403.3 in its entirety.

Amend R404.1.1; R404.1.2; R404.1.4, R404.1.8 by adding:

Add Seismic Design Category "C" to all references of D1 and D2.

Amend R404.1.4, Number 1 by deleting "in the upper 12 inches of the wall" and adding:

1. Minimum reinforcement shall consist of one No. 4 horizontal rebar located at top of wall not more than 5 inches (128 mm) below the finished concrete and at the top course of concrete masonry unit walls within close proximity to the anchor bolts.

Amend R404.1.4, second paragraph by changing:

Change the vertical reinforcement bar reference from #3 rebar to #4 rebar.

Amend R407.3 Exception by deleting:

Delete Seismic Design Category "C" from this exception.

CHAPTER 6, IRC, WALL CONSTRUCTION

Amend R602.5 by adding:

Ladder backing shall be spaced a maximum 8 inches (204 mm) on center.

(Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011))

CHAPTER 9, IRC, ROOF ASSEMBLIES

Revise the amendment to Section R904.2 as follows:

All roofing materials used must be a class "A" or "B" and rolled roofing is to be a Class A or B material and shall be a self-adhering, polymer modified bitumen material.

(Amended Ord. No. 2011-12, (July 19, 2011))

Delete Sections R905.7 and R905.8 in their entirety.

CHAPTER 11, IRC, ENERGY EFFICIENCY

Amend Section 1102.1 by adding:

Section N1102.1.1. Insulation values in 2x6 wall construction will remain the same at R-19. Insulation values in 2x4 wall construction will remain at R-15 (high density). Construction using Structural Insulated Panels (SIPS) and/or straw bail in-fill methods will be a minimum of R-21 (industry standards often show results of R-30 to R-45 depending upon materials and thickness of the wall).

(Amended Ord. No. 2011-12, (July 19, 2011)

Amend Section N1102.1.2 by adding:

Section N1102.1.2.1. All new construction and replacement windows to have National Fenestration Rating Council (NFRC) total unit U-factor of 0.45 or less. Windows shall also be low-E where practical (not recommended for southern exposures) or not being used for solar heat gain to fuel a solar massing device.

(Amended Ord. No. 2011-12, (July 19, 2011)

Amend Section N1103 by adding:

Section N1103.1 Furnaces: All furnaces installed in new construction shall be 90% condensing type furnaces.

Exception: Replacement furnaces are to be voluntary 90% condensing type furnaces.

(Amended Ord. No. 2011-12, (July 19, 2011)
(Amended Ord. No. 2011-12, (July 19, 2011)

Amend Chapter 11 by adding Section N1105 Dual Plumbing

Section N1105 Dual Plumbing. All new residential single family detached units are "voluntarily" requested to install the piping only for dual plumbed for "gray water" disposal and conservation efforts. Access for future valving must be provided. The initial installation will be connected to sanitary sewer. The piping shall be installed in accordance Chapter 31, Gray Water Recycling Systems, of the International Plumbing Code, 2009 Edition, and the regulations established by ADEQ. Reference Type 1 General Permit Best Management Practices for the 13 points of using gray water, at www.adeq.state.az.us or call at 1-800-234-5677.)

(Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011)

CHAPTER 13 IRC, GENERAL MECHANICAL

Revise the amendments to Section M1305.1.4.3 by adding the following language:

"Furnaces are to be hard-wired (no cord & cap unless specifically supplied by the manufacturer) with a 20 ampere motor rated disconnect within sight of the furnace."

(Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011)

Revise the amendment to Section M1307.3.1 to read:

See G2408.3 for appliance protection.

Amend Section 1507.1 by deleting "or whole-house mechanical ventilation," from the first sentence.
Amend Section 1507.3 Whole-house mechanical ventilation system by deleting in its entirety.

(Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011)

CHAPTER 24, IRC, FUEL GAS

Amend Section G2406.2 by deleting numbers 3 and 4.

Change the amendment to Section G2408.3 to read as follows:

> Appliances shall not be located in a location where subject to mechanical damage unless protected by approved barriers such as steel bollards filled with concrete, poured in place concrete curb, or installed wheel stops, or on a platform with a minimum clearance of 24 inches (460 mm) above the floor. Appliances not subject to mechanical damage shall be installed per Section 305.3. The exception is deleted in its entirety.
>
> (Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011)

Change the amendments to Sections G2417.4.1 and G2417.4.2 by making the following revisions:

> The test pressure shall be 10 psi (or half the maximum of the gauge) for a period of 15 minutes. Gauges shall be of 1/10 pound increments or less and shall have a pressure range no greater than twice the test pressure.
>
> (Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011)

In Section G2439.4 (614.5), Makeup Air, change the amendment to read as follows:

> Installations exhausting more than 200 cfm (o.09 m3/s) shall be provided with makeup air. (Amended Ord. No. 2011-12, (July 19, 2011)

CHAPTER 26, IRC, GENERAL PLUMBING REQUIREMENTS

Revise the amendment to Section P2603.6.1 to read as follows:

> Building sewers that connect to private sewage disposal systems must be approved by the Coconino Country Environmental Health Department Building sewers for single family detached buildings shall be a minimum of 18 inches (306 mm) below grade.
>
> (Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011)

CHAPTER 29, IRC, WATER SUPPLY AND DISTRIBUTION

Amend Section P2303.5.1, by deleting the words "other than plastic," in the first sentence.

(Amended, Ord. No. 2013-12, July 16, 2013)

Amend Section P2904, Dwelling Unit Fire Sprinkler Systems by deleting section in its entirety

(Amended, Ord. No. 2013-12, July 16, 2013)

CHAPTER 31, IRC, VENTS

Revise the amendment to Section P3101.1, Roof Extension, to read as follows:

Add "12 inches (306 mm) above the roof."

(Amended, Ord. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, (July 19, 2011)

INTERNATIONAL RESIDENTIAL CODES (IRC), 2006 EDITION, PART X – APPENDICES

Revise the amendments to Part X – Appendices as follows:

APPENDIX F – Radon Control Methods

APPENDIX G – Swimming Pools, Spas and Hot Tubs

APPENDIX H – Patio Covers

APPENDIX J – Existing Buildings and Structures.

APPENDIX M - Home Day Care, R-3 Occupancy (a home occupation permit is required prior to receiving any building permits for conversions or improvements).

APPENDIX O – Gray Water Recycling Systems (cross reference to Chapter 11 and timing for implementation. Applicant must also meet the requirements of ADEQ if systems are larger than what the State of Arizona allows).

APPENDIX R – Straw Bale construction guide for residential use.

Section AR101 TITLE, SCOPE and PURPOSE

AR101.1 Title. These provisions shall be known as the City of Flagstaff Straw Bale Construction Code.

AR101.2 Scope. This appendix shall govern the use of baled straw as a building material, and shall apply to Group R occupancies, Group U occupancies and other occupancies when secondary and appurtenant to Group R or Group U occupancies. Unless stated otherwise in this appendix, all other provisions in this code shall apply to structures using baled straw as a building material.

AR101.3 Purpose. The purpose of this appendix is to provide minimum requirements specific to alternative building materials, reference Section R104.11 and associated testing in Section R104.11.1 Tests, with

regards to using straw bale as a building material. With the provisions of this appendix, straw bales may be used as a structural or non-structural material. Structural uses include elements designed to support gravity loads, and elements design to resist in-plane wind and seismic loads. Non-structural uses include, but are not limited to, infill walls, insulation, landscape walls and benches.

AR101.3.1 Current test studies done Bou-Ali, Ghailene (1993), University of Arizona, Tucson; Ruppert, Grandsaet (1999), University of Colorado, Boulder; show that structurally bearing elements of straw bale are limited to between 300 - 800 pounds per linear foot depending upon the wall plaster used. The CBC also limits the walls to 20 PSF snow live loads.

AR101.3.2. For Flagstaff, with a 40 PSF snow load, the bearing capacity shall be limited to 150 – 400 pounds per linear foot. No floor loading will be allowed on straw bale walls without structural engineering.

AR101.3.3. Trussed roof spans are limited to fifteen (15) feet in width and top plates and anchoring for uplift must be provided. All other spans or sections of a house which would be two story or more must use a structural "space" frame or post and beam method. In these designs, the straw bale is being used as infill for insulation value.

Section AR102 DEFINITIONS

AR102.1 General. The following words and terms shall, for the purposes of this appendix, have the meanings shown here. Refer to Chapter 2 for general definitions used elsewhere in the International Residential Code.

Bale. Equivalent to "straw bale" for the purposes of this appendix.

Bending. A moment (force) acting on a body will induce bending stress.

Bond. The measure of adhesion; i.e., the bond of concrete or stabilized earth to reinforcing bars and anchor bolts.

Bond Beam. A structural element within a wall (usually at the top) intended to stabilize the wall and facilitate the transfer of loads from above.

Buckling. The collapse of a wall or column by bending and breaking under a vertical load.

Flake. A slab or straw removed from an untied bale. In particular, an intact slab (3-5" thick) as created by the baling machine.

Laid flat. Stacking bales so the sides and the largest area are horizontal and the longest dimension of this area is parallel with the wall plane.

Laid On-Edge. Stacking bales so the sides with the largest area are vertical and the longest dimension of this area is horizontal and parallel with the wall plane.

Mesh. An openwork fabric of linked strands of metal, plastic or natural fiber, embedded in plaster to provide tensile reinforcement and/or bonding. (also sometimes lath).

Moisture Barrier. A continuous barrier capable of stopping the passage of water.

Non-Load-bearing. (See Non-Structural.)

Non-Structural. A straw bale wall or other element which supports only its own weight, and may resist out-of-plane lateral loads.

Pins. Metal rod, wooden dowel or bamboo driven into or secured on the surface of stacked bales for purposes of connection or stability.

Plaster. Gypsum, lime, lime-Cement, or cement plasters, as defined by the code and Section AR106 of this appendix, or clay plaster and earth-cement plaster as defined in Section AR106.9 and AR106.10.

Running Bond. The placement of straw bales such that the head joints in successive courses are offset at least one quarter of the bale length below.

Skin. The compilation of plaster and reinforcing, if any, on the surface of stacked bales.

Structural. A straw bale wall or other element which support gravity loads (dead and live) and/or resists in-plane lateral loads.

Stack Bond. The placement of straw bales such that head joints in successive courses are vertically aligned (similar to the "soldier" courses in masonry construction).

Straw. The dry stems of cereal grains left after the seed heads have been substantially removed.

Straw Bale. A rectangular compressed block of straw, bound by polypropylene strings or baling wire.

Straw-bale. The adjective form of straw bale.

Straw-clay. A mix of loose straw and clay binder.

Three-String Bale. A straw bale bound by three strings or wires. Typically with approximate dimensions of 15″x23″x42″ to 48″ long.

Truth Window. An area of a straw-bale wall left without its finish, to allow view of the straw otherwise concealed by its finish.

Two-String Bale. A Straw bale bound by two strings or wires. Typically wit approximate dimensions of 16″ or 14″ x 18″ x 36″ to 45″ long.

Vapor-Permeable Membrane. A material or covering having a permeance rating of five (5) perms or grater, when testing in accordance with the

desiccant method using Procedure A of ASTM E96. A vapor-permeable material permits the passage of moisture. (This definition is shown for convenience and is identical to that shown in Chapter 2, 2006 IBC.)

Vapor Retarder. A vapor-resistant material, membrane or covering such as foil, plastic sheeting or insulation facing having a permeance rating of one (1) perm or less, when tested in accordance with the desiccant method using Procedure A or ASTM E96. Vapor retarders limit the amount of moisture vapor that passes through material or wall assembly. (This definition is shown for convenience and is identical to that shown in Chapter 2, 2006 IBC.)

Section AR103 BALES

AR103.1. Bales Shall Be Rectangular In Shape. The use of non-rectangular bales, such as circular bales, shall not be used in structural applications.

AR103.2 Size. Bales used with a continuous wall shall be of consistent height and width to ensure even distribution of loads with the wall system.

AR103.3 Ties. Bales shall be bound with ties of polypropylene string or baling wire. Bales with broken or loose ties shall be firmly retied. A visual check by the assigned field inspector of materials delivered to the job site will be done prior to assembly of bale walls.

AR103.4 Moisture Content. The moisture content of bales, at the time of procurement and at the time of application of the first coat of plaster or installation of another weather protective finish, shall not exceed nineteen (19%) percent of the total weight of the bale (ideal moisture content would be the same as kiln dried wood, between 15-17%). The moisture content of bales shall be determined by use of a moisture meter designed for use with baled straw or hay, equipped with a probe of sufficient length to reach the center of the bale. A minimum of five bales, selected by the inspector at random will be tested.

AR103.5 Density. Bales shall have a minimum dry density of 6 pounds per cubic foot. The dry density shall be determined by reducing the actual bale weight by the weight of the moisture content in pounds, and dividing by the volume of the bale in cubic feet. At least five bales and not less than two (2) percent, randomly selected from the bales to be used, may be tested to determine if all of the bales for the building are of acceptable density. This inspection will be done at the same time as the moisture content is done. If equipment is not available, then the builder may elect to use a third party or special inspection to perform the testing.

AR103.6 Partial Bales. Custom-made partial bales shall be firmly retied and where possible, use the same number of ties as the standard size bales.

AR103.7 Types of Straw. Bales of various types of straw, including wheat, rice, rye, barley, oat and similar grain plants, shall be acceptable if they meet the minimum requirements of this Section for

density, shape, moisture content and ties. Bales of hay and other grasses containing seed shall not be used as a building material. When securing materials from a supplier, it is practical to remember that straw is for building and hay is for food.

AR103.8 Protection of Bales Prior To Installation. The builder must store the bales in such a manner as to protect them from weather and other sources of moisture damage. Storing bales in direct contact with the earth or uncovered during inclement weather will be subject to rejection by the building inspector.

AR103.9 Unacceptable Bales. Bales which show signs of damage due to moisture, including but not limited to mold or fungus growth or associated discoloration, even if they are of an acceptable moisture content and density, shall not be used. The builder must inspect all deliveries and protect the bales prior to the installation in the wall frames.

AR103.10 Wall Thickness. Nominal minimum bale wall thickness shall be fourteen (14″) inches or greater.

Section AR104 MOISTURE

AR104.1 General. All weather-exposed bale walls, other weather-exposed bale elements and bale walls enclosing showers or steam rooms shall be protected from water damage.

AR104.2 MOISTURE CONTENT of BALES (See definitions, Section AR103.4).

AR104.3 Moisture Barriers and Vapor Retarders. Plastered bale walls may be constructed without any membrane barrier between straw and plaster, except as required elsewhere in this appendix. This is allowed to facilitate transpiration of moisture from the bales and to secure a structural bond between straw and plaster. No vapor permeance rating of less than 5 perms, except as permitted elsewhere in this appendix, or as demonstrated to be necessary by a design professional of record (this must be an Arizona Registered Architect or Engineer in accordance with ARS 32-121)shall be used.

AR104.4 Horizontal Surfaces. Bale walls and other bale elements shall have a moisture barrier at all horizontal surfaces exposed to the weather. This moisture barrier shall be of a material and installation that will prevent water from entering the wall system or other bale elements.

AR104.4.1 These horizontal surfaces include, but are not limited to exterior window sills, sills at exterior niches, bale vaults and arches, tops of landscape walls and weather-exposed benches.

AR104.4.2 The finish material at all "horizontal" surfaces shall be sloped a minimum of one inch per foot (8%) and shall drain beyond and away from all bale walls or bale elements. If the moisture barrier is below the finish material, it shall be sloped a minimum of one inch per foot (8%) and shall drain beyond the outside vertical surface of the bale's vertical finish.

AR104.4.3 In areas where snow may collect, the moisture barrier and/or flashing element may have to be extended upwards on the vertical surface to prevent damage to the bale(s).

AR104.5 *Parapets – Prohibited Construction*. Parapets made of straw bales are prohibited. The roof over-hang must always extend over the top of the straw bale walls.

AR104.6 Bale/Concrete Separation. There shall be a moisture barrier and a capillary break between bales and support concrete. The moisture barrier may be of any durable sheet or liquid applied membrane that is impervious to water. The capillary break may be any material that prevents the "wicking" of moisture across the material and into the bale(s). Where bales abut a concrete or masonry wall that retains earth, there shall be a moisture barrier between the wall and the bales.

AR104.7 No Plumbing Trees Will Be Allowed in Straw Bale Walls. Conventional framed walls will be provided. Plumbing will not be installed in interior non-load bearing straw bale walls. The use of wood framed "false" walls or furred out sections in front of walls will be allowed.

AR104.7.1 *Exception*: Hose bibs will be allowed to penetrate a straw bale exterior wall as long as the plumbing is sleeved and the bib/sleeve extends a minimum of six (6")inches beyond the exterior/interior surfaces of the wall.

Section AR105 STRUCTURAL USE OF STRAWBALE

AR105.1 Scope. Buildings constructed with straw bales shall comply with this Section, and with all other structural provisions of the International Residential Code, 2006 Edition, Chapters 4, 5, 6 (as it pertains to those areas of a straw bale structure which is conventionally framed) and 8, unless stated otherwise in this appendix. The design considerations for Flagstaff, Arizona is found in Table R301.2(1) as amended in Title 4, City Codes, City of Flagstaff 2011 Building Code Amendments.,

AR105.1.1 Energy Considerations. The use of straw bale construction may enable the builder to meet or surpass many of the requirements of the International Energy Conservation Code (IECC).

AR105.2 General. Straw bale buildings may use any type of structural system allowed by this code and this appendix.

AR105.3 Foundations. Foundations for straw bale walls and other straw bale elements may be of any foundation type permitted by this code and amendments thereto. The frost depth requirements remain the same at 30" below finished grade. The amount of steel will remain the same at two (2), #4 rebar laid continuously at the bottom of the footing (three inches above the bottom of the footing). The straw bales may not be buried below finished grade and the first row must be placed a minimum of six (6) inches above the finished grade on a concrete slab (see detail).

AR105.4. Alternative Foundations. Alternate foundations and foundation systems may be used if designed by an Arizona Registered design professional (Architect or Engineer).

AR105.6 Configuration of Bales. Bales may be laid flat or on-edge as limited in height by AR105.5. Bales in walls with reinforced plasters may be a running or stack bond. Bales in walls with un-reinforced plaster shall be in a running bond only.

AR105.7 Pre-Compression of Straw bale Walls.

AR105.7.1 When not required:

AR105.7.1.1. For non-structural walls

AR105.7.1.2. For walls designed or allowed to resist lateral forces only.

AR105.7.1.3. For walls bearing gravity roof loads, when the full dead load of the roof is imposed and remains on the wall for at least 28 days before plastering. No design snow load greater than 40 psf is allowed (see restrictions on spans in Section AR101.3.3). No floor loads may be supported by walls which are not pre-compressed.

AR105.7.2 When required. All walls bearing gravity loads, which are not described in AR105.6.1, shall be pre-compressed to a force equal to or greater than the design loads on the wall.

AR105.8 Voids and Stuffing. Voids in the field of structural straw bale walls shall be limited to six (6) inches in width and shall be firmly stuffed with flakes of straw or with straw-clay, before the application of plaster.

AR105.9 PLASTER SKINS.

AR105.9.1 General. Plaster skins on structural walls may be of any type allowed in Section AR106, except gypsum plaster, and shall also be limited by Table AR105-A and Table AR105-B.

AR105.9.2 Straightness. On structural walls (load bearing), plaster skins shall be straight as a function of the bale wall surface they are applied to as follows:

AR105.9.2.1. Across the face of the bale – straw bulges shall not protrude more than ¾″ across two feet of its height or length.

AR105.9.2.2 Across the face of a bale wall – straw bulges shall not protrude from the vertical plane of the bale wall more than 2-1/2″ over eight (8) feet.

AR105.9.2.3 Offset of bales – the vertical face of adjacent bales may not be offset more than ¾″.

AR105.9.3 Plaster and Membranes. Structural bale walls shall have no membrane between straw and plaster; or shall have sufficient attachment through the bale wall from one plaster skin to the other as designed by an Arizona Registered design professional (Architect or Engineer). See sections AR106.5 and AR106.6.

AR105.10 Transfer of Loads into Plaster Skins. When plastered straw bale walls are used to bear gravity and/or lateral loads, such loads shall be transferred into the plaster skins by direct bearing or by other adequate transfer mechanism (alternatives must be provided to the Building Official for approval).

AR105.11 SUPPORT of PLASTER SKINS.

AR105.11.1 For Structural Walls. Plaster skins for structural straw-bale walls shall be continuously supported along their bottom edge to allow a load path into the foundation system. Acceptable supports include, but are not limited to: concrete or masonry footings, concrete slab, wood framed flooring which is adequately blocked for the width of the imposing load, wood beam or steel angle adequately anchored for the imposed weight of the plaster skin.

AR105.11.2 For Non-Structural Walls. Plaster skins for non-structural walls need not to be supported along their bottom edge. Maximum length of walls without cross bracing (either straw bale or conventional framing) is twenty (20) feet.

TABLE AR105-A
Allowable gravity Loads (pounds per foot)
for plastered Straw bale walls (18-23″ width)

WALL PLASTER[a]	SILL PLATES[bc]	Anchor, Bolts or Other Sill Fastening[c]	Mesh[d]	Staples	Allowable Bearing Capacity[h]
A. Clay	c	c	None P	None P	300
B. Soil-Cement[k]	c	c	d	e,f,g	800
C. Lime	c	c	d	e,f,g	450
D. Cement-lime	c	c	d	e,f,g	800
E. Portland Cement[h]	c	c	d	e,f,g	800

[a] Plasters shall conform with AR106.9 through AR106.11.2.3 for makeup and thickness with AR10.92 for straightness and with AR105.11.1 and AR105.11.2 for support of plaster skins.

[b] Sill plates shall support and be flush with each face of the bale wall.

[C] For walls supporting gravity loads only (or for non-structural walls), use sill plates and fasteners as required for framed walls in 2308.2 and 2308.3. See table AR 105-B for requirements for shear walls and braced panel walls.

[d] May be any metal mesh allowed by this code and must be installed throughout the plaster with minimum four (4″) inch laps. Fasten with

staples per footnote "e". Staples shall be at maximum spacing of two (2″) inches o.c. to roof or floor bearing assembly, or as shown necessary to transfer loads into the plaster skins per AR105.10 and at a maximum spacing of four (4″) inches o.c. to sill plates.

[e] Staples shall be gun staples (stainless steel or electro-galvanized, 16 gauge with 1-1/4″ legs, 7/16″ crown) or manually driven staples (galvanized 15 gauge with 7/8″ legs, 3/16″ inner spread and rounded shoulder). Other staples may be used as designed by an Arizona Registered design professional.

[f] Staples shall be firmly driven, diagonally across mesh intersections at spacing indicated. For walls with a different plaster on each side, use the lower value.

[g] For walls with a different plaster on each side, use the lower value.

[h] Minimum 1-1/2″ thickness. Building Official may require a compression test to demonstrate a minimum 100 psi compressive strength.

[i] Except as necessary to transfer roof or floor loads into the plaster skins per AR105.10.

[j] Minimum 1-1/2″ thickness. Building official may require a compression test to demonstrate a minimum 1000 psi compressive strength.

[k] Containing lime as described in AR106.11

Table AR105-B
Allowable Shear (pounds per foot) for Plastered straw bale walls
(18″ and 23″ inch think)

Wall	Plaster[a] (both sides)	Sill Plates[b]	Anchor[c] Bolts (on center)	Mesh[d]	Staples[efg] (on center)	Allowable Shear[hi]
A1	Clay[i]	2x4	2′8″	None	None	100
A2	Clay[i]	2x4	2′8″	3″x3″ knotted hemp	3″	120
A3	Clay[i]	4x4	2′0″	2″x2″ high-density polypropylene	2″	180
B	soil-cement[i]	4x4	2′0″	2″x2″ 14 ga[k]	2″	300
C1	lime	2x4	2′8″	17 ga. Woven wire	2″	200
C2	lime	4x4	2′0″	2″x2″ 14 ga[k]	2″	250
D1	cement-lime	4x4	2′8″	17 ga. Woven wire	2″	400
D2	cement-lime	4x4	2′0″	2″x2″ 14 ga[k]	2″	450

[a] Plasters shall conform with AR106.9 through AR106.11.2.3 for makeup and thickness, with AR105.9.2 for straightness and with AR105.11 for support of plaster skins.

[b] Sill plates shall be pressure treated or foundation red wood.

[c] Anchor bolts shall be ½″ diameter with washers with a minimum seven (7″) inch embedment in the concrete foundation.

AR105.11.2 Resistance to out-of-plane lateral loads. Plastered straw bale walls are capable of withstanding out-of-plane design loads prescribed in this code with the following limitations:

AR105.11.2.1. Walls with reinforced plasters shall be limited by a 6:1 ratio of stacked bale height to bale width per AR105.5 (this limits the 23 inch wide bale to 11′-6″ in height and 18″ inch wide bales to 9′ in height).

AR105.11.2.2 Walls with un-reinforced plasters shall be limited by a 4:1 ratio of stacked bale height to bale width (this limits the 23 inch wide bale to 7′-8″ and the 18″ inch wide bales to 6′ in height). Walls may not be built using the overall length of the bale (often 36 to 48″ in length to increase the height). An exception can be made for custom made bales if the ratios of height, width and length are maintained. Regardless, no straw bale walls will be allowed to be greater than fourteen (14′) feet in height without (1) being engineered by an Arizona Registered design professional or (2) being part of a post and beam structure in which the straw bales are only used as in-fill.

AR105.11.2.3 Wall with un-reinforced plasters or no plaster, and with internal or external pins, shall be limited by a 6:1 ratio of stacked bale height to bale width. Pins may be ½″ diameter steel (# 4 rebar), wood or bamboo. Internal pins shall be installed vertically at a maximum of two (2′) foot spacing into the bales from the top course to bottom course, with the bottom course being connected to its support similarly with pins or other approved means. Pins may be continuous or may overlap through one bale course. External pins shall have full lateral bearing on the sill plate and the roof or floor bearing member and shall be tightly tied through the wall to an opposing pin with polypropylene string or bailing wire at a thirty (30″) inch maximum spacing.

AR105.11.3 PRESCRIPTIVE DESIGN USING STRUCTURAL STRAW BALE WALLS.

AR105.11.3.1 General. Plastered straw bale walls may be used structurally, without design by an Arizona design professional (Architect or Engineer), as described in this subsection. Such walls shall also comply with AR105.5 through AR 105.11.2.3 of this Section and shall comply with other Sections of this appendix as applicable.

AR105.11.3.2 Load and Other Limitations. As described in 2308.2-3 through 7, and 2308.2.2.

AR105.11.3.3 Gravity Load Bearing Walls. Limited to wall types B, C, D and E, shown in Table AR105-A. Type A walls may be used if they are demonstrated to support design loads no greater than the allowable load.

AR105.11.3.4 Braced panels. Straw bale shear walls may be used as braced panels per the requirements and limitations in IBC Section

2308.9.3 Bracing, and per IBC Section 2308.12. Additional requirements for conventional construction in Seismic Design Category C. Straw bale shear wall types B, C, D and E shown in Table AR105-B may be used in situations where braced wall panel types 2, 3, 4, 6 and 7 are allowed. Straw bale shear wall type A may be used in situations where braced wall panels types 1 and 5 are allowed.

AR105.12 Connection of Framed Walls to Straw bale Walls. Framed walls perpendicular to or at an angle to a straw bale wall assembly, need only be fastened to the bottom and top wood members of the straw bale wall per framing connections permissible in this code. Where such connection is not possible, the abutting stud shall be connected to alternating straw bale courses with a ½″ diameter steel (#4 rebar), wood or bamboo dowel with minimum of eight (8″) penetration into the straw bale.

AR105.13 Alternate Performance Design Criteria (must provide structural calculations and be stamped by an Arizona Registered design professional). When plastered straw bale walls or other elements are engineered, they may use the model of retained, thin shell, reinforced concrete, as in the American Concrete Institute's ACI-318 Manual. This model may be used for all reinforced plasters, including those without cement. Such design and analysis shall be made in accordance with the following:

AR105.13.1 General. Straw bale structural systems and elements shall be designed using engineering principles, fundamental engineering behavior and principles of mechanics.

AR105.13.2 Rationality. Straw bale structural elements shall be designed based on a rational analysis in accordance with established principles of mechanics. These elements shall provide a complete load path capable of transferring all loads and forces from their point of origin to the load-resisting elements based on a rational connection of components.

AR105.13.3 System Characteristics. Strength, stiffness and toughness (ductility) characteristics or the bales and their skins shall be considered in the design of the system.

Section AR 106 FINISHES

AR106.1 General. Finishes applied to straw bale walls may be of any type permitted by this code and shall comply with this Section and the provisions of Chapter 14 (Exterior Walls, 2006 IBC) and Chapter 25 (Gypsum Board and Plaster, 2006 IBC) unless stated otherwise in this Section.

AR106.2 Purpose and Where Required. Straw bale walls and other straw bale elements shall be finished so as to provide mechanical and fire protection of the bales, restrict the passage of air through the bales and to protect them from weather.

AR106.3 Vapor Retarders. No vapor retarder may be used on a bale wall, nor shall any other materials be used which has a vapor permeance rating of less than 5 perms; except as permitted elsewhere in this appendix or

as demonstrated to be necessary by an Arizona Registered design professional (Architect or Engineer).

AR106.4 Plaster. Plaster applied to bales may be of any type described in this section.

AR106.5 Plaster and Membranes. Plaster may be applied directly to straw bale walls and other straw bale elements, in order to facilitate transpiration of moisture from the bales and to secure a mechanical bond between the skin and the bales; except where a membrane is allowed or required elsewhere in this appendix. Structural bale walls shall have no membrane between straw and plaster or shall have sufficient attachment through the bale wall from one plaster skin to the other, as designed by an Arizona Registered design professional (Architect or Engineer).

AR106.6 Lath and Mesh for Plaster. In straw bale construction the surface of the straw bales functions as lath and no other lath or mesh is necessary; except as required for tensile strength of the plaster and/or wall assembly in particular structural applications (see AR105). Straw bales laid flat or on-edge provide a sufficient mechanical bonding surface between plaster and straw.

AR106.7 Plaster on Non-Structural Walls. Plaster on walls that do not carry gravity loads and are not designed to resist in-plane lateral forces, may be any plaster as described in this Section.

AR106.8 Plaster on Structural Walls. Plaster on structural walls shall comply with AR105.9 through AR105.11. Plaster on walls that carry gravity loads shall comply with Table AR105-A. Plaster on walls designed to resist in-plain lateral forces, shall comply with Table AR105-B.

AR106.9 Clay Plaster (Also known commonly as earth or earthen plaster).

AR106.9.1 General. Clay plaster is any plaster whose binder is comprised primarily of clay. Clay plasters may also contain sand or other inert granular material and may contain reinforcing fibers. Acceptable reinforcing fibers include, but are not limited to, chopped straw, hemp fiber, nylon fiber and animal hair.

AR106.9.2 Mesh. Clay plaster may have no mesh.
Exception: A natural fiber mesh, corrosion-resistant metal mesh or high-density polypropylene mesh may be used.

AR106.9.3 Thickness. Clay plaster shall be a minimum one (1″) inch thick, unless required to be thicker for structural or fire-resistance as described in this appendix.

AR106.9.4 Rain-Exposed. Clay plaster, where exposed to rain (snow) shall be finished with lime plaster or other erosion resistant finish.

AR106.9.5 Prohibited Finish Coat. Cement plaster and cement-lime plaster are prohibited as a finish coat over clay plasters.

AR106.9.6 Additives. Additives may be used to increase the plasters workability, durability, strength or water resistance.

AR106.9.7 Separation of Wood and Clay Plaster. No separation or moisture barrier is required between untreated wood and clay plaster. (Wood, earth and foundation separation requirements are still enforced and covered in Section R319 and R403 of 2006 IRC).

AR106.10 Earth-Cement Plaster (also know commonly as soil-cement, stabilized earth or pise').

AR106.10.1 General. Earth-cement plaster is comprised of earth (free or organic matter), Portland cement and may include sand or other inert granular material. May contain reinforcing fibers.

AR106.10.2 Mesh. Earth-cement plaster shall use any corrosive-resistant metal mesh permitted by this code and as described in Section AR105 if used on a structural wall.

AR106.10.3 Thickness. Earth-cement plaster shall be a minimum of 1-1/2″ thick.

AR106.11 Gypsum Plaster.

AR106.11.1 General. Gypsum plaster shall comply with Section 2511 of the 2006 IBC.

AR106.11.2 Restriction of Use. Gypsum plaster is limited to use on interior surfaces and on non-structural walls, except as a finish coat over an allowed structural plaster.

AR106.12 Lime Plaster.

AR106.12.1 General. Lime plaster is any plaster whose binder is comprised primarily of calcium hydroxide (CaOH). This includes Type N or Type S hydrated lime, natural hydraulic lime or quicklime. Lime plasters shall comply with ASTM Standards C5 and C206. The plaster may be applied in two coats, provided that the combined thickness is a least 7/8″ thick and each coat is not great than 5/8″ thick. The combined thickness of all plaster coats (regardless of numbers) shall be no more than 1-1/2″ thick.

AR106.13. Cement-Lime Plaster.

AR106.13.1. General. Cement-lime plaster shall comply with Section 2508 of the 2006 IBC, except that the plaster may be applied in two (2) coats, provided that the combined thickness is at least 7/8″ thick and each coat is no greater than 5/8″ thick.

AR 106.14 Portland Cement Plaster.

AR106.14.1 General. Portland cement plaster shall comply with Section 2512 (2006 IBC) of this code, except that the amount of lime in all plaster coats shall be a minimum of one (1) part lime per six (6) parts cement so as to allow a minimum acceptable vapor permeability. The

plaster may be applied in two (2) coats, provided that the combined thickness is at least 7/8″ thick and each coat is not great than 5/8″ thick. The combined thickness of all plaster coats (regardless of numbers) shall be no more than 1-1/2″ thick.

AR106.15 Alternative Plasters. Plasters or variations of plasters, which do not fit in any other category described in this Section, may be allowed if such plasters are demonstrated to be appropriate for the particular application. Approval shall be made by the Building Official.

AR106.16. Finishes Over Plaster. Other finishes, as permitted elsewhere in this code, may be applied over the plaster, except as prohibited in Section AR106.17.

AR106.17. Prohibited Plasters and Finishes. Any plaster or finish with a cumulative perm rating of less than 5 perms is prohibited on straw bale walls or other bale elements, unless demonstrated to be necessary by the Arizona Registered design professional (Architect or Engineer).

AR106.18. Separation of Wood and Plaster. Where wood framing or wood sheathing occur in straw bale walls, such wood surfaces shall be separated from any plaster finish with No. 15 asphalt felt, Grade 'D' paper or other approved material per Section 1404.2 of this code, unless the wood is preservative-treated or naturally durable.

Exception: Clay plasters, see Section AR106.9.7

Section AR107 FIRE-RESISTANCE

AR107.1 Fire-Resistance Rating.

AR107.2. Rating with Plaster Finish. Plastered straw bale walls have a one-hour fire resistance rating, provide the components of the wall fit with all of the following parameters:

AR107.2.1 Bales may be laid flat or on-edge.

AR107.2.2 The bale wall must have a minimum un-plastered thickness of fourteen (14″) inches.

AR107.2.3. Bales may be installed in a running bond or stack bond, but vertical joints in a stack bond and continuous vertical gaps at any posts within both types of wall, must be fire-stopped with straw-clay

AR107.2.4. The wall must be finished on both sides and exposed ends with a plaster of any type allowed by this appendix. Clay plaster must be a minimum 1-1/2″ thick and a minimum of two layers.

AR107.2.5 The wall may be no closer than five (5′) to a property line.

AR107.2.6 Rating with other finishes. Straw bale walls covered with finish materials other than or in addition to plaster, shall be deemed

to have the equivalent fire resistive rating as wood-frame construction covered with the same finish materials.

AR107.3 Permitted in Types of Construction. Straw bale walls with a one-hour fire resistance rating per Section AR107.2 are permitted wherever combustible one-hour walls are allowed by Chapter 6 of the IBC. Such walls and unrated straw bale walls with any finish allowed by this code are permitted whenever combustible no-hour walls are allowed in Chapter 6 of the IBC.

AR107.4 Openings in Rated Walls. Openings and penetrations in any straw bale wall rated and required to be rated for a particular fire-resistance rating and for a particular applications, shall satisfy the same requirements for openings and penetrations in walls with the same fire-resistive rating and application as stated elsewhere in this code.

AR107.5 Clearance to Fireplaces and Chimneys. Straw bale surfaces adjacent to fireplaces or chimneys shall have a minimum of 2″ clearance from the surfaces of the plaster coat and the chimney structure. The space between can be bridged by non-combustible materials, such as flashing and aluminum or other metal channel materials.

Section AR108 ELECTRICAL

AR108.1 Scope. Wiring and other elements of the electrical system within or mounted to straw bale walls shall comply with all Sections of this code which govern electrical systems and with the 2011 National Electric Code.

AR108.2 Wiring. Type NM or UF cable may be used, or wiring may be in metallic or non-metallic conduit (which is the preferred method). Wiring which is unprotected by conduit shall be installed a minimum of two (2″) inches from the face of the bale, except as necessary to enter or exit a junction box. The wiring shall be pushed into joints between bales or into the bale itself or the bales may be channeled to receive the wire.

AR108.3 Wiring Attachment. Where not held securely between bales or within a bale and not attached via staples to a wood member, wiring on straw bale walls shall be attached with minimum 17 gauge wire in a "U" configuration with a minimum eight (8″) long legs.

AR108.4 Attachment of Electrical Boxes. Electrical boxes on bale walls shall be securely fastened to non-bale structural elements or to wooden stakes driven a minimum of twelve (12″) into the bales or shall be secured by a combination of wire mesh and plaster, or by an acceptable equivalent method.

AR108.5 Attachment of Service and Sub-panels. Electrical service and sub-panels on bale walls shall be securely fastened to wood structural members, or to other wood members that have been adequately fastened to the straw bales. All proposed service panel and sub-panel support members shall be approved by the field inspector prior to attachment. The administrative authority, Arizona Public Service, retains the right

to make any adjustments for support requirements and should be contacted prior to installation.

Section AR109 WALL AND ROOF BEARING ASSEMBLY ANCHORAGE AND CONSTRUCTION

AR109.1 General. The following is a recommended construction technique for straw bale construction. A designer or Arizona Registered design professional may submit other proposed methods as long as the general requirements of this Section and the International Building Codes are followed.

AR109.2 Bale interconnection support. Vertical reinforcing bars with a minimum diameter of ½″ (#4 rebar), shall be embedded in the foundation at a minimum depth of six (6″) inches and shall extend above the foundation a minimum of twelve (12″) for the purpose of impaling the first course of bales. These vertical bars shall be located along the centerline of the bale wall, spaced not more than two (2) feet apart. A vertical bar shall also be located within one (1) foot of any opening (doors or window element) or corner, except at locations occupied by anchor bolts. These pins or bars will be wet set along with the anchor bolts.

AR109.3 Intersecting walls. Wall of other materials intersecting the straw bale walls shall be attached to the bale wall by means of one or more of the following methods or an acceptable equivalent.

(Adopted, Ord. No. 2009-06, 07/17/2009 (Amended Ord. No. 2011-12, (July 19, 2011)

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

CHAPTER 4-03

INTERNATIONAL BUILDING CODE

Sections:

4-03-001-0001 **AMENDMENTS, ADDITIONS, AND DELETIONS**

Section 4-03-001-0001 Amendments, Additions, and Deletions

The following provisions shall have the effect of either amending, adding to, or deleting from the International Building Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption.

Amend IBC Section 105.1.1, Annual permit and Section 105.1.2 by replacing with the following:

> **Section 105.1.1 Annual Facilities Permit Requirements - General.** The Annual Facility Permit is intended to simplify the permitting and inspection process for Qualified Facilities. The Annual Facility Permit simplified the process by allowing City inspectors to review plans without being processed through formal plan review. Instead, it allows the Qualified Agent and /or the Qualified Facility Maintenance Staff member, who are familiar with the construction history of the Qualified Facility, to review work without requiring a standard building permit. The process provides a limited exemption from the Building Code compliance. The Annual Facility Permit is issued to a business owner(s) for one building or a series of related buildings in a single complex owned by the same owner(s). The Annual Facility Permit fee shall be $3,500 initially and $2,000 for the Annual Facility Permit renewal fee. The business owner(s) covered under the Annual Facility Permit shall provide annual certification for the Qualified Agent and shall provide a detailed description of the anticipated work to be performed under the Annual Facility Permit.

Add 105.1.1.1 Definitions: For the purposes of this section, certain terms are defined as follows:

> **INSPECTOR** is a person employed by the City of Flagstaff (either through contractual services or as a full time City employee) to perform field and/or plan review inspections of buildings and structures in order to enforce the City's Building Code requirements.
>
> **PROJECT SCOPE LIMITATIONS** are restrictions on the size of a project for eligibility for the Qualified Facility building permit exemption under an Annual Facility Permit. The exemption eligibility is limited to projects not to exceed $35,000 in construction costs or twenty-five percent (25%) of the existing square footage of the structures.
>
> **QUALIFIED FACILITY MAINTENANCE STAFF MEMBER** is a person(s) either employed by or contracted with the Qualified Facility owner(s) and who

is certified by the State of Arizona in the case of specialized inspections, such as (elevators, boiler, and fire sprinkler suppression systems) and/or is authorized by the Qualified Facility owner(s) to engage a Licensed contractor for the type of work being performed.

QUALIFIED AGENT is a person(s) authorized to represent the business Owner(s) of a Qualified Facility, registered and residing in the State of Arizona, and who shall be responsible to the business owner(s) for compliance with the substantive provisions of this code.

QUALIFIED FACILITY is an existing structure(s) owned by an individual(s), firm, corporation, or legal entity engaged in the business of manufacturing, processing, providing services or other commercial enterprise. The Qualified facility includes all existing Specialized Buildings and related building service equipment, all of which shall be an integral part of the business of manufacturing, processing, providing services, or other commercial enterprises of business owner(s). Subject to Project Scope Limitations, the Qualified facility under an Annual Facility Permit is generally exempt from the standard building permit requirements pertain to remodeling, repairs, alterations, improvements and conversions constructed completely within the original "footprint" of the existing structure(s). Any Qualified Facility which requires new additions, new detached facilities, or new facilities associated with all operations, shall require Development Review Board approval and shall meet all standard building permit requirements as set forth in Section 105.

SPECIALIZED BUILDING is an existing structure(s) that serves as an accessory building(s) as defined by Section 10-14-004-0001 of the City's Land Development Code, COF Ord.1690, and is used for the business of manufacturing, processing, provision of services, or other commercial enterprise of the Qualified Facility.

Add 105.1.2.2. Permit Issuance. Each applicant for an Annual Facilities Permit shall fill out an "Application for BUILDING/GRADING Permit" form. Each Qualified Facility shall require a separate application form. The information on the form shall include the following:

A. The name, address, phone number, and business operation of the Qualified Facility owner(s). The name, address, and phone number of the Qualified Agent (if any) for the business and proof of current technical registration and licensing by the State of Arizona. If the Qualified Agent is not an employee of the Qualified Facility owner(s), the contract shall be for at least a one-year term.

B. The name and phone number of the Qualified Facility Maintenance Staff Member for the Qualified Facility owner(s).

C. A statement that the Qualified Agent may on behalf of the Qualified Facility owner(s), contract with third party on-site inspectors and/or superintendents for completing work under the Annual Facility Permit. In addition, a statement that the Qualified Facility owner(s) assumes all Responsibility for

assuring that all work performed under the Annual Facility Permit meets the current Building Code standards.

D. A site plan clearly indicating the existing location and total square footage of the entire Qualified Facility at the site intended to be covered under the Annual Facility Permit, including all Specialized Buildings and building service equipment.

E. A statement describing the nature and extent of all work expected to be performed at the Qualified Facility under the Annual Facility Permit.

Add 105.1.2.2.1 The Annual Facility Permit applicant may schedule inspections using the blanket permit issued after pre-paying an hourly fee (currently $47/hour, Section 107 of the 1997 Uniform Administrative Code) and scheduling the inspection prior to any time limitations provided by the City of Flagstaff.

Add 105.1.2.2.2 The appropriate routing action shall be taken by the City's Building Official for review of each Annual Facility Permit application. The applicant shall be notified upon approval or denial. If the application is disapproved, the applicant may appeal such decision to the Building and Fire Code Board of Appeals (Resolution 2001-42, 19 June 2001) no later than fourteen (14) calendar days after receipt of notice of disapproval. The fee for filing an appeal is $250, which is non-refundable.

Add 105.1.2.3 Permit Expiration. The Annual Facility Permit(s) shall be valid for a period of one year from the date of issue. The Annual Facility Permit shall be renewed annually and timely payment of annual renewal fee shall be made prior to performing any further permitted work.

Add 105.1.2.3.1 If the Qualified Agent's contract or employment at the Qualified Facility terminates prior to the expiration of the Annual Facility Permit, the Qualified Facility owner(s) shall notify the City's Building Official in writing within seven (7) calendar days. The Qualified Facility owner(s) shall engage a replacement Qualified Agent within fifteen (15) calendar days or the Annual Facility Permit shall automatically terminate. Application for a new Annual Facility Permit(s) shall be submitted with payment of new fees after fifteen (15) calendar days if no new Qualified Agent is contracted with or employed under the original Annual Facility Permit by that time. If the original Annual Facility Permit terminates and no new Annual Facility Permit is issued, then the Qualified Facility owner(s) shall complete any unfinished work with inspections provided by the City of Flagstaff at a regular hourly rate. No new projects may be started at the Qualified Facility under a terminated Annual Facility Permit.

105.1.2.4 Scope of Work. Project Scope Limitations shall be determined by project size (both dollar amount and physical area). Projects for remodeling, repairs, alterations, improvements, and conversions within the original "footprint" of the existing building(s) shall be limited

to $35,000 per project or no more than 25% of the original footprint area of the existing building(s) comprising the Qualified Facility.

Add 105.1.2.4.1 Projects may not alter or modify egress or required fire sprinkler systems without specific review and approval by the City's Building Official. Fire sprinkler systems shall require a separate permit issued through the City of Flagstaff Fire Department. Plan review shall be reimbursed at the hourly rate currently in effect.

Add 105.1.2.4.2 Projects may not be phased to circumvent the Project Scope Limitations. If the entire building is going to be renovated, or if there will be a significant change in occupancy, or if there will be a change in use, or if the portions of the building(s) will require demolition prior to renovation, then the Development Review Board and standard building permit process shall apply.

Add 105.1.2.4.3 A list of all projects underway or completed under the Annual Facility Permit shall be maintained by the Qualified Agent and made available for review by the City of Flagstaff Building Official upon request.

Add 105.1.2.4.4 All commercial demolition shall be subject to the rules established by Title 40, Code of Federal Regulations, Part 61, Subpart M, Asbestos NESHAP; Arizona Revised Statutes Title 49, § 49-421 et. seq. and § 49-471 et seq.; and Arizona Administrative Code, Title 18, Chapter 2, R18-2-1101. (See exemptions on page 3, Sec 61.145(a) Applicability).

CHAPTER 5 of IBC, GENERAL BUILDING HEIGHTS AND AREAS

Amend Section 509, "Tenant Space Separation" by adding:

Section 509.1 All tenant spaces within a single structure shall be separated by a wall constructed of wood or metal studs and covered with a minimum of ½" drywall material on each side from the finished floor to the underside of the roof deck or flooring above. Walls can be constructed of any material approved by the Building Code. Requirements for fire rated separations will be governed by the different types of occupancy and materials and protection requirements are covered in Chapter 7, 8 and 9 of this code.

CHAPTER 15 IBC, ROOF ASSEMBLIES AND ROOFTOP STRUCTURES

Revise the amendment to Section 1506.3 with the following language:

All roofing materials used must be a class "A" or "B" material and rolled roofing is to be of a self-adhering polymer bitumen type material. (Amended, Ord. 2009-06, 07/18/2009)

Amend Sections 1507.8 and 1507.9 by deleting each section in their entirety.

CHAPTER 18 of IBC, SOILS AND FOUNDATIONS

Amend Sections 1805.2 and 1805.4 by adding:

1805.2.4 and 1805.4.6 Footing Reinforcement. A minimum of 2–#4 steel reinforcement spaced per ACI 318, Section 7.5 shall be required in all footings.

Amend 1805.4.1 by changing the last line of the first paragraph to:

The minimum width of footings shall be 16 inches.

Amend Table 1805.4.2 by changing:

12 and 15 inch width of footing to 16 inches minimum.

6 inch thickness of footing to 8 inches minimum.

Amend Section 1805.5.2.2 by adding paragraph number 8:

8. Masonry foundation walls shall be solid grouted up to floor slab.

CHAPTER 31, IBC, SPECIAL CONSTRUCTION

Revise the amendment to Section 3109, Swimming Pool Enclosures and Safety Devices, as follows:

Refer to the Arizona Revised Statutes (ARS) governing pool enclosure requirements. (Amended Ord. No. 2011-12, (July 19, 2011)

INTERNATIONAL BUILDING CODES (IBC), 2012 EDITION – APPENDICES

Adopt as the following appendices with the exceptions and/or amended language as follows:

Appendix B – Board of Appeals

Appendix C – Group U – Agricultural Buildings

APPENDIX I – Patio Covers

APPENDIX J – Grading

Amend Appendix J by adding Section J104.5 Storm Water requirements:

1. Contractor shall submit to the Arizona Department of Environmental Quality a Notice of Intent (NOI) and a Notice of Termination (NOT) pursuant to the requirements of ARS Title 49, Chapter 2, Article 3.1. A copy of the submitted NOI and the NOT shall be provided to the City of Flagstaff Stormwater Section. The NOI shall be submitted prior to issuance of any City of Flagstaff grading or offsite permits. The NOT shall be submitted prior to final acceptance of off-site improvements and the certificate of occupancy.

2. An Arizona certified or Registered Civil Engineer shall prepare and submit for review and approval a Storm water Pollution

Prevention Plan (SWPPP) in accordance with the Arizona Department of Transportation (ADOT) Best Management Practices (BMP) Manual (or other BMP's as may be approved by the Storm water Manager). Submittal shall be made concurrent with the Civil Plan submittal and attached to the Civil Plan set. Review timeframes shall be the same as other civil reviews.

3. Prior to commencement of Grading Activities, the SWPPP shall be in place and the City of Flagstaff contacted for inspection. The grading permit shall be issued upon City of Flagstaff approval of the implementation of the approved SWPPP.

4. During construction, the SWPPP shall remain in place, and shall be maintained until project completion as witnessed by a Final Grading Certification and the filing of a NOT. Failure to maintain structural controls may result in a Stop Work Order.

5. In accordance with the provisions of this section, the City of Flagstaff may withhold permits, occupancy or enforce by other remedy in order to ensure compliance.

(Amended Ord. No. 2007-47, 12/18/2007; Amended Ord. 2007-48, 01/15/2008; Amended, Ord. 2009-06, 07/18/2009; Amended Ord. 2011-12, July 19, 2011)
(Amended, Ord. No. 2013-12, July 16, 2013)

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

CHAPTER 4-04
INTERNATIONAL PLUMBING CODE

Sections:

4-04-001-0001 **AMENDMENTS, ADDITIONS, AND DELETIONS**

4-04-001-001 **Amendments, Additions, and Deletions**

The following provisions shall have the effect of either amending, adding to, or deleting from the International Plumbing Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption.

CHAPTER 3, GENERAL REGULATIONS

Amend Section 301.3 by adding to the end of the paragraph:

This section shall not be construed to prevent indirect waste systems required by Chapter 8.

Exception: Bathtubs, showers, lavatories, clothes washers and laundry trays shall not be required to discharge to the sanitary drainage system where such fixtures discharge to an approved gray water system for flushing of water closets and urinals or for subsurface landscape irrigation.

(Amended Ord. No. 2011-12, (July 19, 2011)

Amend Section 301.7 to read:

Where conflicts between this Code and the conditions of the listing or the manufacturer's installation instructions occur, the listing or manufacturer's installation requirements shall apply.

Amend last sentence of Section 305.6 to read:

Exterior Water supply piping shall be installed not less than thirty (30) inches (765 mm) below grade.

Change the amendment to Section 305.6.1 by adding the following language:

Building sewers that connect to private sewage disposal systems shall be regulated by the Coconino County Health Department. Building sewers for single family detached buildings on City provided sewer shall be a minimum of twelve (12) inches (306 mm) below grade.

(Amended Ord. No. 2011-12, (July 19, 2011)

Amend Section 312.1, changing the tenth sentence to read:

All plumbing system piping shall be tested with either water or air.

(Amended, Ord. No. 2013-12, July 16, 2013)

Amend Section 312.3 by deleting the first sentence.

Amend Section 312.4 to DELETE in its entirety.

Amend Section 312.6 to DELETE in its entirety.

Amend Section 312.7 to DELETE in its entirety.

CHAPTER 4, FIXTURES, FAUCETS AND FIXTURE FITTINGS

Amend Section 419, Urinals by adding a new sub-section:

419.4 Urinals. All new commercial, institutional, and public facility construction or additions and alterations to restrooms in commercial, institutional, and public facilities shall install urinals with a maximum 1 pint flush.

Amended Ord. 2007-48, 01/15/2008; Amended, Ord. 2009-06, 07/18/2009; Amended Ord. No. 2011-12, July 19, 2011; Amended, Ord. No. 2013-12, July 16,2013)

CHAPTER 6, WATER SUPPLY AND DISTRIBUTION

Amend Table 604.4 by changing the following values:

Maximum Flow Rate or Quantity for a Water Closet to Max. 1.3 gal.(HET)

Amend Section 607.2 by deleting the section in its entirety.

Amend Section 610 to DELETE in its entirety.

CHAPTER 7 SANITARY DRAINAGE

Amend Section 703 by adding a new section:

703.6 Building Sewer Locating Means. All non-metallic building sewer piping shall be installed with a plastic covered No. 12 AWG Type UF 600V tracer wire taped to the top of the piping with a minimum 10 mil tape. The building sewer tracer wire shall be green in color.

CHAPTER 9, VENTS

Revise the amendment to Section 904.1 to read:

"…terminated at least 12 inches (306 mm) above the roof."

(Amended Ord. No. 2011-12, (July 19, 2011)

Adopt the Appendix C, Gray Water Recycling Systems, as written.

Amended Ord. No. 2007-47, 12/18/2007; Amended Ord. 2007-48, 01/15/2008

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

CHAPTER 4-05

NATIONAL ELECTRICAL CODE

Sections:

4-05-001-0001 AMENDMENTS, **ADDITIONS, AND DELETIONS**

4-05-001-0001 Amendments, Additions, and Deletions

The following provisions shall have the effect of either amending, adding to, or deleting from the National Electrical Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption.

ARTICLE 110, REQUIREMENTS FOR ELECTRICAL INSTALLATIONS

Amend Article 110.2 by adding:

All electrical conductors, components, material and equipment shall be listed and labeled.

Amend Article 110.5 to read:

Conductors used to carry current shall be of copper only. Where the conductor material is not specified, the material and the sizes given in this Code shall apply to copper conductors. The use of aluminum wire shall be approved for feeders and service entrance conductors only and shall not be used for branch circuit wiring.

Amend Article 110.7 by adding:

All equipment rated at 1000 amperes or more shall be tested for insulation breakdown, mechanical integrity, and workmanship prior to the equipment being energized. A certified Hi-pot test shall be performed and a certificate issued to the City of Flagstaff Project Inspection Program, Development Services Section. This test shall be performed in the presence of a City of Flagstaff Building Inspector and conducted by a testing firm approved by the Building Official.

Said test shall be performed for a period of one (1) minute, the application of a 60 hertz alternating potential of 1000 volts plus twice the rated phase to phase voltage of the equipment.

This test shall be performed between all phases to ground, phase to phase, and neutral if isolated.

ARTICLE 210, CIRCUITS

Amend Article 210.5 by adding:

(D) Color Code. Where 15, 20, or 30 amp branch circuits requiring a neutral are installed in race ways or cable assemblies, the conductor of branch circuits connected to the same system shall conform to the following color code:

Volts	Phase	System	Phase A	Phase B	Phase C	Neutral
120/208	3	Wye	Black	Red	Blue	White
120/240	3	Delta	Black	Orange	Blue	White
277/480	3	Wye	Brown	Orange	Yellow	Gray

ARTICLE 250, GROUNDING

Amend Article 250.30 (A) (2) by adding:

(a) All new building construction shall have a one piece concrete-encased electrode and electrode conductor (Ufer), a minimum twenty (20) feet in the footing, sized from the following table:

0-200 Amp Service	1 piece #4 copper (electrode and electrode conductor)
400 Amp Service	1 piece 1/0 copper (electrode and electrode conductor)
600 Amp Service	1 piece 2/0 copper (electrode and electrode conductor)
Larger than 800 Amp Service	1 piece 3/0 copper (electrode and electrode conductor)

Where the Ufer has been lost, damaged, or un-located, a ground ring or modification of the same consisting of thirty (30) feet of #2 bare copper wire, buried a minimum of thirty (30) inches deep in a trench, or a Plate electrode per 250.53 (H) and per 250.56 shall be required in lieu of a concrete-encased electrode. Services larger then 200A shall be sized from the table above.

(Amended Ord. No. 2007-47, 12/18/2007; Amended Ord. 2007-48, 01/15/2008; Amended Ord. No. 2009-06, 07/18/2009; Amended Ord. 2011-12, July 19, 2011)

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

CHAPTER 4-06

INTERNATIONAL MECHANICAL CODE

Sections:

4-06-001-0001 **AMENDMENTS, ADDITIONS, AND DELETIONS**

Section 4-06-001-0001 Amendments, Additions, and Deletions

The following provisions shall have the effect of either amending, adding to, or deleting from the International Mechanical Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption.

CHAPTER 3, General Regulations

Revise the amendment to Section 303.4 as follows:

Refer to amendments to the IFGC Section 305.5 for requirements.

(Amended Ord. No. 2011-12, (July 19, 2011)

Amend Section 304.2 to read:

Where conflicts between this Code and the conditions of the listing or the manufacturer's installation instructions occur, the listing and manufacturer's installation requirements shall apply.

Amend Section 304.6 to read:

Appliances located in private garages and carports shall be installed per Section 303.3 and/or 304.4.

Amend Section 306.1 by adding to the last sentence "or the removal of any other appliances."

CHAPTER 9, IMC, SPECIFIC APPLIANCES, FIREPLACES, AND SOLID FUEL-BURNING EQUIPMENT

Amend Section 903.3 to read:

An unvented gas log heaters shall not be installed at any time unless first approved by the local gas utility company. A signed and dated letter of such approval shall be submitted to the Building Official before a permit can be issued.

Amend Section 928, Unvented Room Heaters, by adding:

928.1 Installation. Vent free appliances shall not be installed unless first approved by the local gas utility company. A signed and dated letter of such approval shall be submitted to the Building Official before a permit can be issued.

CHAPTER 10, BOILERS, WATER HEATERS and PRESSURE VESSELS

Amend Section 1002.1 by changing the second sentence to read:

All water heaters shall be capable of being removed without first removing a permanent portion of the building structure or removing another appliance.

(Amended Ord. No. 2007-47, 12/18/2007; Amended Ord. 2007-48, 01/15/2008 Amended Ord. No. 2009-06, 07/18/2009; Amended Ord. No. 2011-12, July 19, 2011)

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

CHAPTER 4-07

INTERNATIONAL FUEL GAS CODE

Sections:

4-07-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

Section 4-07-001-0001 Amendments, Additions, and Deletions

The following provisions shall have the effect of either amending, adding to, or deleting from the International Fuel Gas Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption.

(Amended Ord. 2011-12, July 19, 2011)

CHAPTER 3, GENERAL REGULATIONS

Amend Section 303.3 by deleting numbers 3 and 4.

Delete the following amendments to Chapter 3:

Amend Section 305.5. Private Garages by deleting in its entirety and replacing with:

> Appliances shall not be installed in a location where subject to mechanical damage unless protected by approved barriers such as steel bollards filled with concrete, poured in place concrete curb, or installed a minimum 24 inches above the floor. Appliances not subject to mechanical damage shall be installed per Section 305.3

Amended Ord. No. 2007-47, 12/18/2007; Amended Ord. 2007-48, 01/15/2008; Amended Ord. No. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, July 19, 2011)

CHAPTER 4, GAS PIPING IMSTALLATIONS

Amend Section 403.4.3. Copper and Brass, delete and replace with:

> Copper and brass pipe, threaded copper, brass and aluminum piping shall not be used for gas piping installations within the City of Flagstaff.

Amend Section 406.4.1. Test Pressure, to read:

> The test pressure to be used shall be no less than ten (10) pounds per square inch gauge pressure or six (6) inches of mercury measured with a manometer or slope gauge for single family dwellings or for systems with less than fifteen (15) pounds per square inch or fourteen (14) inches of water column. Welded piping and piping that carries gas at

pressure in excess of fourteen (14) inches of water column or fifteen (15) pounds per square inch shall be tested with no less than sixty (60) pounds per square inch. The test gauge shall not be more than twice the test pressure and in 1/10 pound increments or less.

Amended Ord. No. 2007-47, 12/18/2007; Amended Ord. 2007-48, 01/15/2008; Amended Ord. No. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, July 19, 2011)

Amend Section 406.4.2. **Test Duration,** to read:

Test duration shall be no less than fifteen (15) minutes for single family dwellings or systems with less than fifteen (15) pounds per square inch, fourteen (14) inches of water column. Welded piping, and systems with fifteen (15) pounds per square inch (14 inches of water column) or more shall be tested for no less than thirty (30) minutes.

CHAPTER 6, SPECIFIC APPLIANCES

Amend Section 614.5. **Makeup air**, by deleting the first sentence:

Installations exhausting more than 200 cfm (0.09 m3/s) shall be provided with makeup air.

Amend Section 621. **Unvented Room Heaters**, to be deleted in its entirety.

Amended Ord. No. 2007-47, 12/18/2007; Amended Ord. 2007-48, 01/15/2008; Amended Ord. No. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, July 19, 2011)

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

CHAPTER 4-08

INTERNATIONAL EXISTING BUILDING CODE

Sections:

4-08-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

4-08-001-0001 Amendments, Additions, and Deletions

The following provisions shall have the effect of either amending, adding to, or deleting from the International Existing Building Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption.

CHAPTER 1, ADMINISTRATION

Amend Section 105.1.1. Annual Code Amendments to the International Building Code (IBC), 2012 Edition for requirements and compliance issues.

Amend Section 105.5. Expiration, by referencing City of Flagstaff 2013 Code Amendments to the International Residential Code (IRC), 2012 Edition and International Building Code (IBC), 2012 Edition for requirements and compliance issues on the duration of building permits.

CHAPTER 11, HISTORIC BUILDINGS

Revise the amendment to Section 101.2 as follows:

Amend Section 1101.2 Report by adding Section 1001.2.1 as follows:

Section 1101.2.1, Any changes to a structure in a historic district or to buildings listed on the City of Flagstaff Historic Registry shall be reviewed by the Community Investment Division, Historic Preservation representative, and Project Management Section, Development Services Division prior to issuing a building permit. The project may be referred to the Development Review Board and/or the Historic Preservation Commission for complete staff review by the board members.

(Amended Ord. No. 2011-12, July 19, 2011)

Amended Ord. No. 2007-47, 12/18/2007; Amended Ord. 2007-48, 01/15/2008; Amended Ord. No. 2009-06, 07/18/2009) (Amended Ord. No. 2011-12, July 19, 2011)

2013 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 4, BUILDING CODE

CHAPTER 4-09

INTERNATIONAL ENERGY CONSERVATION CODE

Sections:

4-09-001-0001 **AMENDMENTS, ADDITIONS, AND DELETIONS**

Section 4-09-001-0001 Amendments, Additions, and Deletions

The following provisions shall have the effect of either amending, adding to, or deleting from the International Energy Conservation Code adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption.

CHAPTER 4, RESIDENTIAL ENERGY EFFICIENCY

Chapter 1, ADMINISTRATION

Amend Sections R101.2 and C101.2 Scope by adding:

Exception: Group R-2 occupancies to be able to comply with either the residential or commercial requirements of the Energy Code.

(Amemded Ord. No. 2013-19, August 27, 2013)

Add the following amendments to Chapter 4:

Amend Section 402.1.1 by adding:

Insulation values in 2x6 wall construction will remain the same at R-19.

Exception: Insulation values in existing 2x4 wall construction will remain at R-15 (high density).

(Amended Ord. No. 2011-12, July 19, 2011)

Amend Section 403 by adding:

Section 403.1.2 All new construction and replacement heating units (optional for hydronic in-floor heating systems) will have Programmable thermostats.

(Amended Ord. No. 2011-12, July 19, 2011)

Section 403.7 Furnaces: All furnaces installed in new construction shall be 90% condensing type furnaces.

Exception: Replacement furnaces are to be voluntarily 90% condensing type furnaces.

(Amended Ord. No. 2011-12, July 19, 2011)

Section 403.11 All newly installed toilets must be "high efficiency toilets" (HET) units which have a maximum of 1.3 gallons for solids. (Special attention to this change needs to be addressed by suppliers and home improvement centers which stock the older style units).

(Amended Ord. No. 2011-12, July 19, 2011)(Amended Ord. No. 2013-19, August26, 2013)

Section N1105.10 Dual Plumbing. All new residential single family detached units are "voluntarily" requested to install the piping only for dual plumbed for "gray water" disposal and conservation efforts. Access for future valving must be provided and the initial installation will be connected to sanitary sewer. The piping shall be installed in accordance Appendix C, Gray Water Recycling Systems, of the International Plumbing Code, 2009 Edition, and the regulations established by ADEQ. Reference Type 1 General Permit Best Management Practices for the 13 points of using gray water, at www.adeq.state.az.us or call at 1-800-234-5677.)

(Amended Ord. No. 2011-12, July 19, 2011)

CHAPTER 5 COMMERCIAL ENERGY EFFICIENCY

Amend Section 505.5 by deleting in its entirety.

(Amended Ord. No. 2013-19, August 26, 2013)

Amend Sections 505.6.1 through 505.6.2 by deleting in their entirety and replace with:

City of Flagstaff has an exterior lighting permit requirement, enforces a "Dark Sky Ordinance" and requires review by zoning enforcement and the Project Management Section prior to installation. Lumen calculations are required and amounts are limited by property size and use.

(Amended Ord. No. 2007-47, 12/18/2007; Amended Ord. 2007-48, 01/15/2008; Amended Ord. No. 2009-06, 07/18/2009; Amended Ord. No. 2011-12, July 19, 2011)

2018 Building and Fire Code Adoption and Amendments

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

2018 Building and Fire Code Adoption and Amendments

City Council Work Session

May 14, 2019

Amy Palmer, Building Official

Victoria St. Clair, Building Plans Examiner

Jerry Bills, Fire Chief

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

What is a Model Code?

- Developed and maintained by a standards organization independent of the jurisdiction
- Local governments (state, city, county) can choose to adopt a model building code as their own.
- Saves local governments the expense and trouble of developing their own codes.

Update and Adoption Frequency

International Code Council (ICC)

- 3-year update cycle (2009, 2012, 2015, 2018, etc.)

City of Flagstaff

- 6-year adoption cycle
- Most recent adoption: 2013
  - 2012 International Codes, 2009 IECC, 2011 NFPA 70/National Electrical Code (NEC) and A117.1-2009 Standard for Accessible and Useable Buildings and Facilities

Proposed Model Codes

Title 4: Building Regulations

2018 International Building Code (IBC)

2018 International Residential Code (IRC)

2018 International Existing Building Code (IEBC)

2018 International Mechanical Code (IMC)

2018 International Plumbing Code (IPC)

2018 International Fuel-Gas Code (IFGC)

2018 International Energy Conservation Code (IECC)

2018 International Solar Energy Provisions (ISEP)

2018 International Swimming Pool & Spa Code (ISPSC)

2017 NFPA 70 - National Electrical Code (NEC)

A117.1-2017 Standard for Accessible and Useable Buildings and Facilities

Title 5: Fire Code

2018 International Fire Code (IFC)

Why adopt an updated code?

- Improve health, reduce emissions, create jobs
- Protect public health, safety, and welfare
- Energy and cost saving
- Provide consistent minimum standards in construction
- Protect consumers and support grid reliability
- Contribute to the well-being of the community
- Help control or lower cost of insurance premiums

****Codes are effective only if they are enacted into law and enforced by state and local governments****

Code Updates vs. Local Amendments

Update

- Generated by the code publisher through code hearing process
- Addresses new technology, clarifications or modifications to existing code sections

Local Amendment

- Generated by the adopting jurisdiction
- Reflect local practices and laws
- Unique site conditions affecting foundation design or applied snow loads

Adoption Timeline

3/2018 -11/2018: Analyze code changes and create draft amendments

7/2018 – 3/2019: Code update trainings for staff, design community, developers, public

11/2018 – 4/2019: Boards & Commissions meetings & public outreach

5/2019 – 6/2019: City Council adoption process

7/2019: 2018 Building and Fire Codes Adoption becomes effective

7/2019 – 12/2019: Accept submittals under both codes ("Grace Period")

1/2020: Full implementation of 2018 codes

Public Outreach

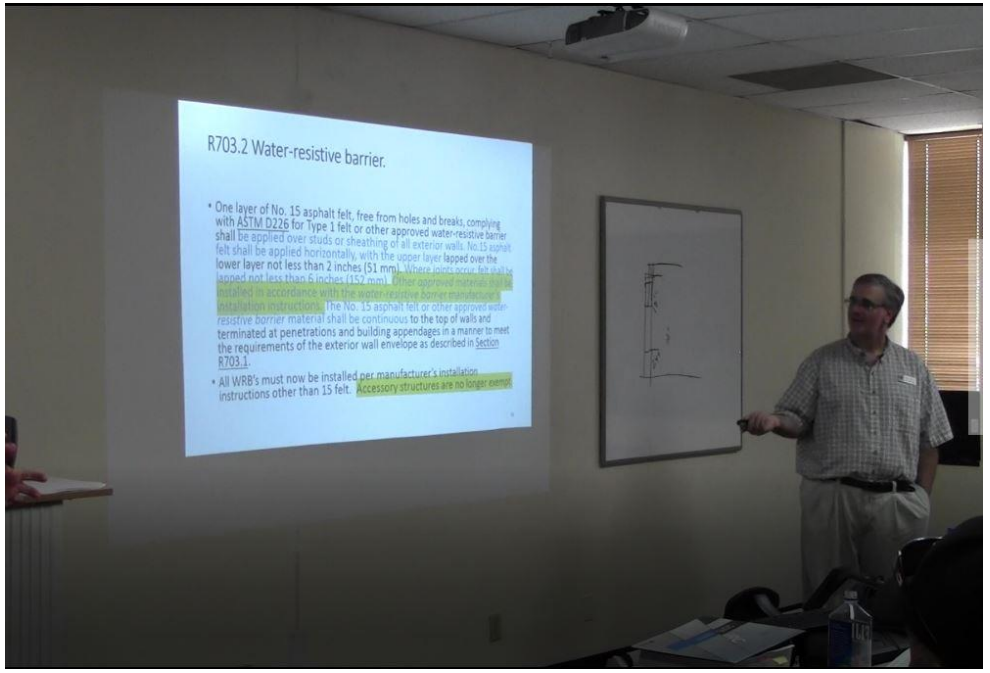
Target audience: Design community (architects, engineers, home designers), contractors, any interested community members

- **Advertising**
  - **Posters & flyers**
    - Coconino County / Building Safety website
    - Local businesses: home improvement center, coffee shop bulletin boards
    - Social media (Facebook, LinkedIn, etc.)
    - Inspection staff handout to subcontractors
    - Northern Arizona Builders Association (NABA)
  - **Radio interview:** KAFF, January 25, 2019 Flagstaff City Hall / Building Safety website
  - **AZ Daily Sun**

Public Outreach

Training Sessions

- **07/25/2018:** IRC - **33** attendees
- **08/09/2018:** IRC - **53** attendees
- **08/22/2018:** IBC + IEBC – **34** attendees
- **09/13/2018:** IECC + ISEP – **18** attendees
- **10/03/2018:** IPC + IFGC – **24** attendees
- **10/18/2018:** NFPA 70/NEC – **16** attendees
- **11/04/2018:** IMC + ISPSC – **15** attendees
- **12/13/2018:** IFC – **35** attendees
- **01/30/2019:** IRC – **17** attendees
- **03/07/2019:** IECC **12** attendees



TOTAL ATTENDEES: 257

Boards & Commissions

November 8, 2018: Building and Fire Code Board of Appeals #1

December 4, 2018: Building and Fire Code Board of Appeals #2

January 22, 2019: Commission on Inclusion and Adaptive Living

February 13, 2019: Planning & Zoning Commission

February 28, 2019: Sustainability Commission

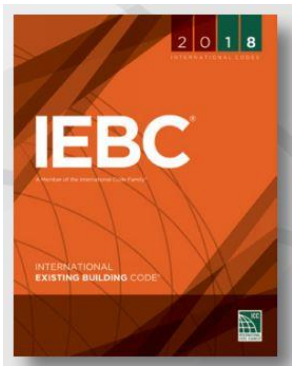
April 2, 2019: Building and Fire Code Board of Appeals #3

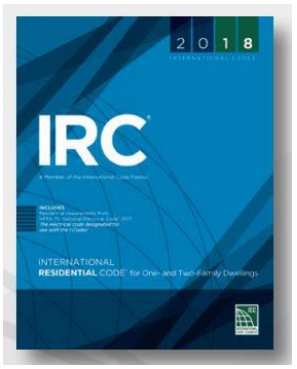
Boards & Commissions

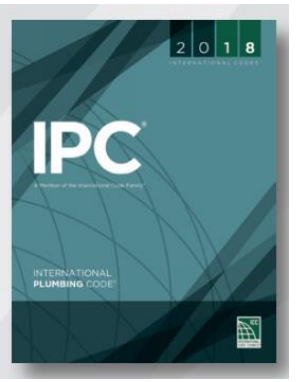
All boards and commissions recommended the adoption and proposed amendments to move forward with the exception of:

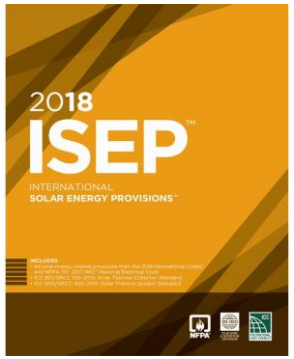
- Building and Fire Code Board of Appeals
  - Blower door testing
  - EV vehicle charging

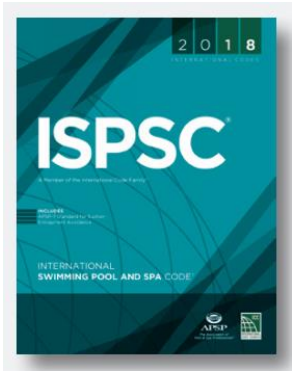
Code Updates and Amendments

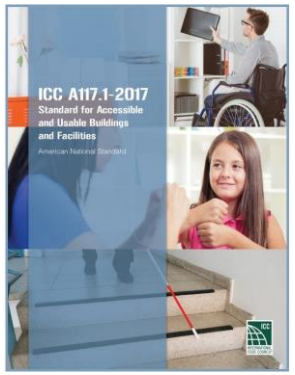


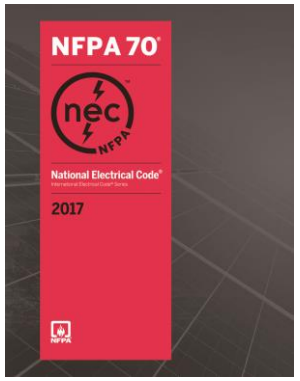


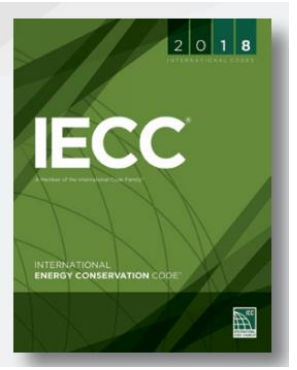












International Building Code (IBC)

AMENDMENT

Section 429 Electric Vehicle (EV) Charging

- Requires EV-ready parking spaces for all **new commercial, multi-family, and industrial structures** providing 20 or more parking spaces

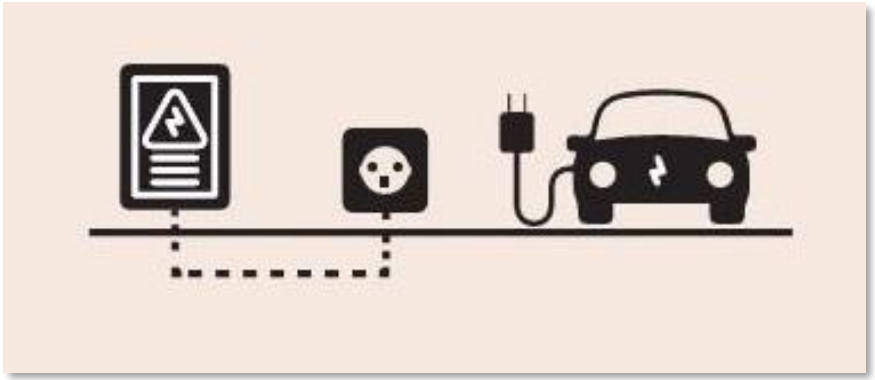
Parking Spaces Provided	EV-ready Parking Spaces Required
1-19	0
20-50	1
51-100	2
100+	3

IBC

SECTION 429 Electric Vehicle (EV) Charging

What is “EV-ready”?

- Panel capacity – 208/240V, 50 amp circuit with overcurrent device (circuit breaker)
- Conduit with conductor/wiring
- Receptacle (similar to domestic electric clothes dryer)



IBC

1110.4.13 Play Areas

- “Play areas containing play components designed and constructed for children shall be located on an *accessible route*.”

Children’s playground

iStock.com/natureexplorer2

IBC

1507.18 Building-integrated photovoltaic roof panels.

- Building-integrated photovoltaic panel systems have specific requirements as a roof-covering material:
  - Deck requirements
  - Deck slope
  - Underlayment
  - High wind attachment
  - Ice barrier
  - Material standards

BIPV panels

iStock.com/Kwangmoozaa

IBC

2902.3 Public Toilet Facilities

- 2015 IBC Change
- Limited-size quick service tenant spaces are no longer required to provide toilet facilities for public customers:

  Exceptions: Public toilet facilities shall not be required for:

  2. Structures and tenant spaces intended for quick transactions, including takeout, pickup and drop-off, having a public access area less than or equal to 300 square feet.

International Existing Building Code (IEBC)

405.2.1.1 Snow Damage

- Structural components whose damage was caused by or related to snow load effects shall be repaired, replaced or altered to satisfy the requirements of Section 1608 of the *International Building Code*.

Damage to roof due to large snow loads

nikolpetr/Shutterstock.com

IEBC

505.4, 701.4 Emergency Escape Opening Operation

“Emergency escape and rescue openings are required to be operational from the inside the room without the use of keys or tools.”

Emergency escape and rescue opening operation in existing b

© International Code Council

International Residential Code (IRC)

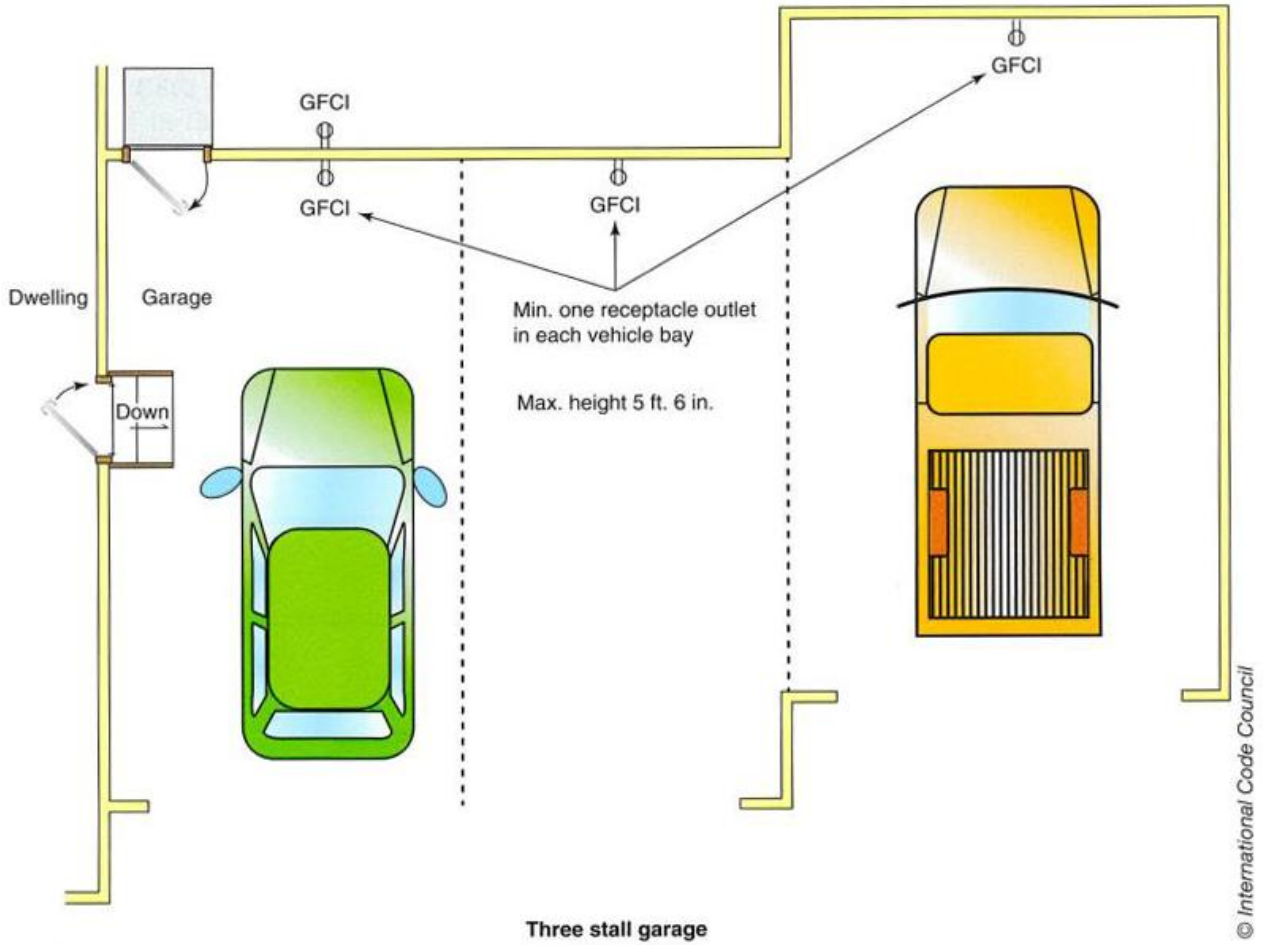
Significant Changes Regarding Seismic Provisions

- The National Association of Home Builders (NAHB) report on the 2018 Significant Changes and Cost Impacts:
  - Change in Wall Bracing and Foundation Costs for Reference House 4:
    - Seismic Design Category D2 to a Seismic Design Category C
    - 2-story 2,607 SF with attached 2-car garage.
    - **$11,950** in approx. savings!

IRC

E3901.9 Garage receptacle outlet location

- A receptacle outlet must be located in each vehicle bay in a garage.



IRC

AMENDMENT: E3901.9 EV Charging

- At least one required garage receptacle shall be a 208/240-volt individual branch circuit for purposes of electric vehicle (EV) charging. The service panel or subpanel circuit directory shall provide a 50-ampere minimum dedicated branch circuit and a branch circuit overcurrent device. Electric vehicle supply equipment shall be installed in accordance with 2017 NFPA 70/NEC.
- Exception: Additions and alterations to existing one- or two-family dwellings and townhouses constructed per the IRC are exempt from the EV charging requirement.

IRC

PROPOSED APPENDICES

- **Appendix Q** Tiny Houses
- **Appendix R** Light Straw-Clay Construction
- **Appendix S** Strawbale Construction
- **Appendix T** Solar-ready Provisions

Element	General requirement
Egress roof access window	A skylight or roof window for emergency escape from a loft
Loft	Open on one side with a ceiling height of less than 6 feet 8 inches
Tiny house	Maximum area 400 square feet excluding lofts
Ceiling heights	Generally 6 feet 8 inches or less
Minimum loft area	35 square feet with 5-foot minimum dimension
Stairway	Width: 17 to 25 inches Headroom: 6 feet 2 inches Risers: 7 to 12 inches Treads: Calculated based on riser height
Ladders	Width: 12 inches Rung spacing: 10 to 14 inches Incline 70 to 80 degrees
Loft guard height	One-half of the clear height to ceiling Not required to be over 36 inches

International Mechanical Code (IMC)

Chapter 14 Solar Thermal Systems

- Substantially rewritten for consistency with current technology
- Applies only to solar thermal systems as opposed to solar photovoltaic systems
- References two solar product standards
  - ICC 900/SRCC 300 Solar Thermal System Standard
  - ICC 901/SRCC 100 Solar Thermal Collector Standard

International Plumbing Code (IPC)

403.2 Separate facilities

- “Where plumbing fixtures are required, separate facilities shall be provided for each sex.”
- Exception #4 added:
  - Separate facilities shall not be required in business occupancies in which the maximum occupancy load is 25 or fewer.

IPC

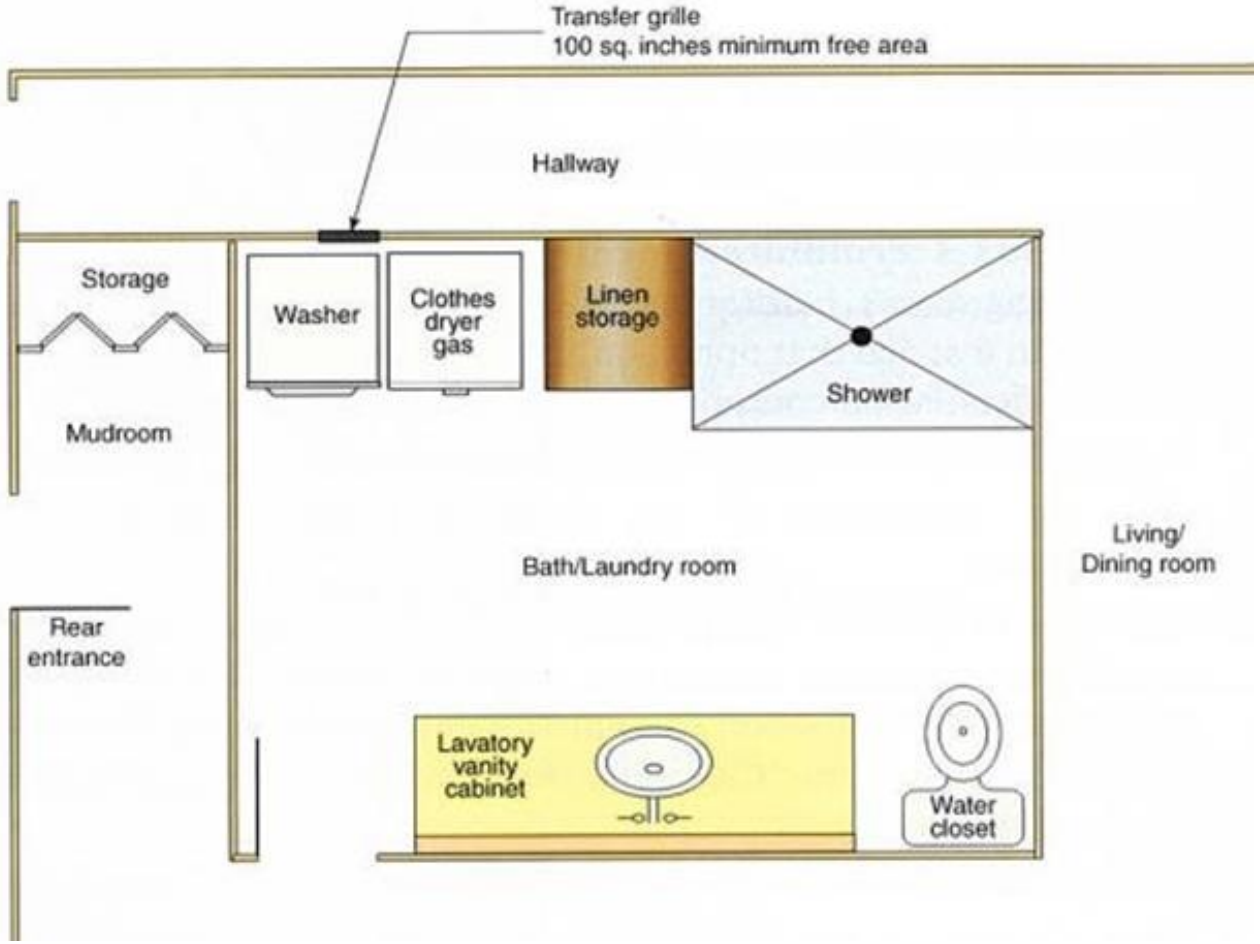
Section 202 Definitions / 410 Drinking Fountains

- Definitions and language included for water dispensers and water coolers

International Fuel-Gas Code (IFGC)

303.3 Prohibited Locations

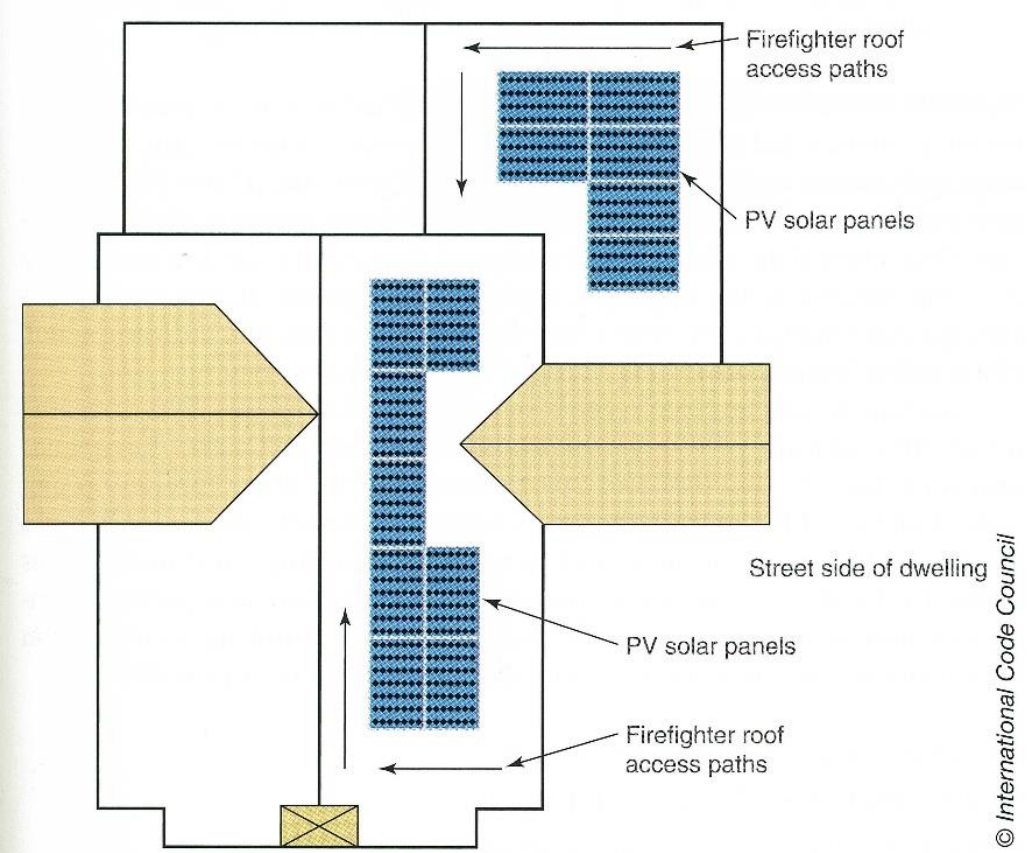
New Exception #6: Clothes dryers are permitted in residential bathrooms where a permanent opening at least 100 sq. inches, communicating with a space outside of a sleeping room, bathroom, toilet room, or storage closet is provided



International Solar Energy Provisions (ISEP)

RS402.4 Roof Access and Pathways

- First appeared in 2012 International Fire Code (IFC); subsequently modified in 2015, 2018 IFC
- Emergency access to the roof
- Pathways to specific areas
- Smoke-ventilation opportunity areas
- Emergency egress from the roof



Required roof access and pathways for firefighters for roof-mounted PV solar systems

International Swimming Pool & Spa Code (ISPSC)

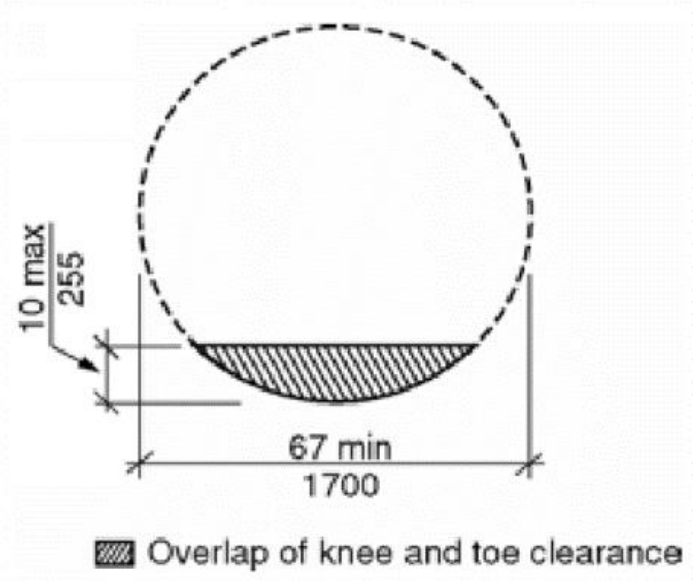
- Swimming pool, spa, and hot tub provisions removed from the IBC and IRC. These codes now reference ISPSC.
- City of Flagstaff amendments created to align with Arizona State Statutes.

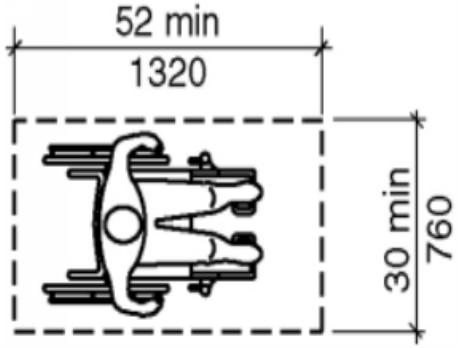
ICC A117.1-2017

Standard for Accessible and Usable Buildings and Facilities

Chapter 3 Building Blocks

- Section 304 Turning Space – Circular Space
- Section 305 Clear Floor Space



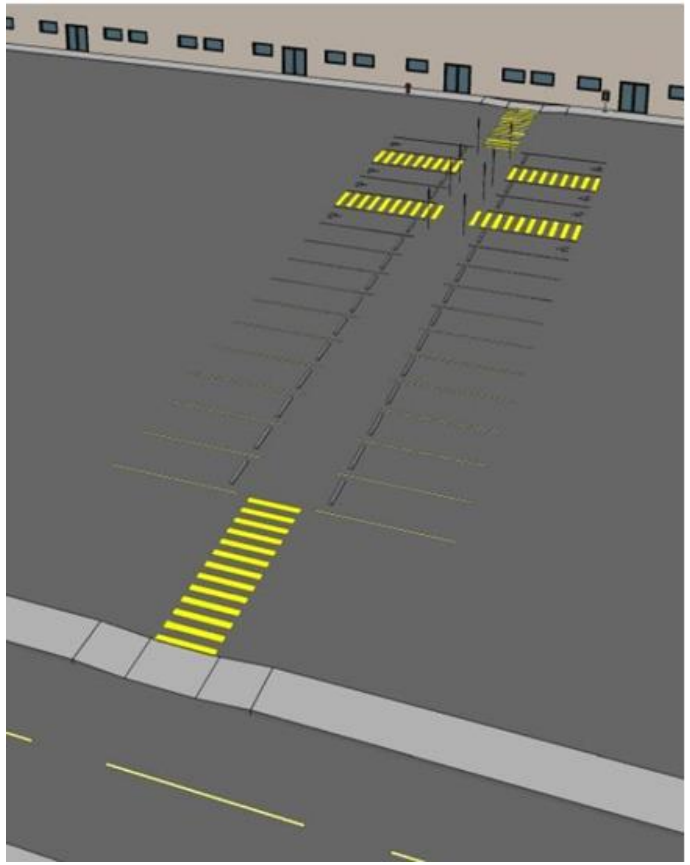


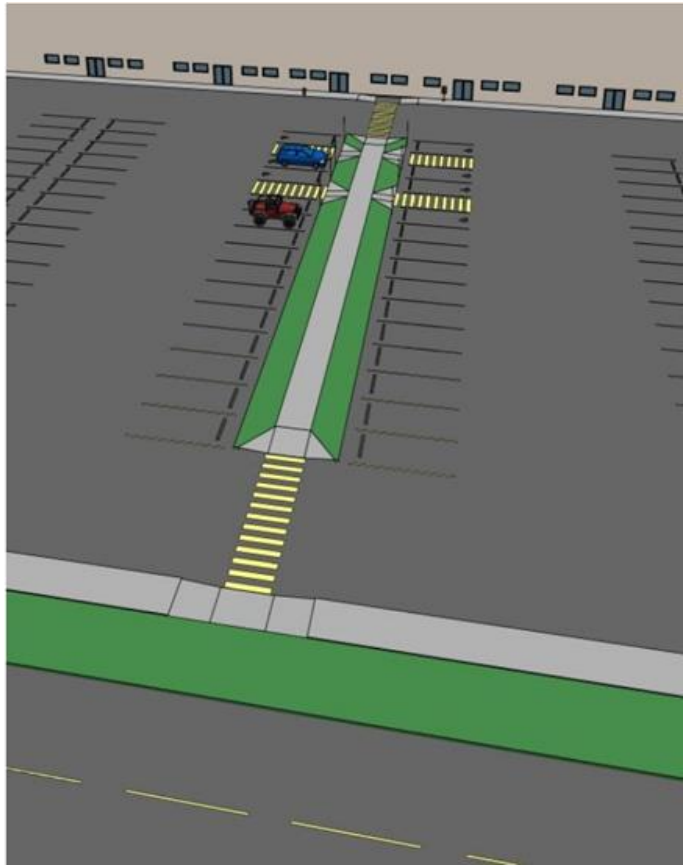
ICC A117.1-2017

Chapter 5 General Site and Building Elements

Section 507 Accessible Routes through Parking:

"Where accessible routes pass through parking facilities they shall be physically separated from vehicular traffic."





2017 NFPA 70/National Electrical Code (NEC)

Article 210.12(C) AFCI Protection in Guest Rooms and Suites

- AFCI = Arc-Fault Circuit Interrupter
- Prior to 2017 NEC no AFCI requirements existed for guest rooms/suites of hotels lacking “permanent provisions for cooking”

International Energy Efficiency Code (IECC)

Residential Provisions: Compliance Paths (R401.2)

- Prescriptive "Component R-value" R402.1.2/Table 402.1.2
  - Simplest means of compliance; no calculations or computer analysis required
- "Total UA Alternative" R402.1.5
  - UA = sum of U-factors X assembly area
  - Allows one portion of the building thermal envelope to make up for another
  - FREE calculation software: REScheck from U.S. Department of Energy; using "UA trade-off" in the compliance method menu

IECC – Residential Provisions

Residential Provisions: Compliance Paths (R401.2)

- "Simulated Performance" R405
  - Requires a ***proposed design*** be shown to have an **annual energy cost** that is less than or equal to the annual energy cost of the ***standard reference design*** (a version of the proposed design meeting min. code requirements)
  - Calculation software must meet specific criteria and reference approved energy pricing sources
- **"Energy Rating Index (ERI)" R406** – New to 2015 IECC
  - Demonstrate compliance to Table R406.4 by providing documentation from an **approved third party**
  - Software tools used approved in accordance with RESNET/ICC 301 standard.

IECC – Residential Provisions

Rating Index (ERI) Compliance Alternative

- Table R406.4 Maximum Energy Rating Index (ERI)
  - Lower score = less energy consumption
  - Climate Zone 5
    - 2009: **82***
    - 2012: **80***
    - 2015: **55**
    - 2018: **61**

* Home constructed to minimum prescriptive requirements of respective IECC edition

IECC – Residential Provisions

R406 Energy Rating Index (ERI) Compliance Alternative

IECC 2018 Energy Rating Index Report

Property [redacted]
Flagstaff , AZ 86001

Organization [redacted]

ERI
Preconstruction

Annual Energy Consumption

	Rated Home Calculated Energy Use (MBTU)	Rated Home Cost ($/yr)
Heating	29.7	146
Cooling	0.8	32
Water Heating	13.5	58
Lights & Appliances	16.0	615
Photovoltaics	-0.0	-0
Total	60.0	1125

Projected Rating: Based on Plans - Field Confirmation Required.

Annual Estimates

Electric(kWh):	5111	C02 Emissions(Tons):	5
Natural gas(Therms):	426	Energy Savings ($)**:	463

*Based on standard operating conditions
**Based on the 2018 IECC Energy Rating Index Reference Design Home

TARGET ERI: 61 | 2018 ERI: 58 | PASS

This home MEETS the 2018 Energy Rating Index requirements of Sections 406.3 and 406.4 of the 2018 IECC for climate zone 5B. This 2015 ERI is calculated per ANSI/RESNET/ICC Standard 301-2014, as published January 2016 with Addenda A & B.

Name [redacted]
Organization

Signature
Date 19 February 2019

Mandatory Requirements

2018 ERI Target	PASS	Duct Insulation (Ducts outside R-6, inside is R-0)	PASS
2009 IECC UA	PASS	Maximum Fenestration U-factor/SHGC (R402.5)	PASS
Duct Testing (2015)	PASS	Air Leakage (5 ACH50 for CZ1-2, 3 ACH50 for CZ3-8)	PASS
Mechanical Ventilation	PASS	High efficacy lights installed (90%)	PASS
Hot water pipe insulated to R-3	PASS	Mandatory Requirements Checkbox (2018 IECC)	PASS
Mechanical Ventilation Efficacy	PASS		

Emissions Data		Provider Data and Seal
Pollution Prevented		TITLE
Carbon Dioxide (CO2) - tons/year	3.2	Company
Sulfur Dioxide (SO2) - lbs/year	1.7	Address
Nitrogen Oxides (NOx) - lbs/year	7.5	City, State, Zip
		Phone #

REM/Rate - Residential Energy Analysis and Rating Software v15.7.1
This information does not constitute any warranty of energy costs or savings.
© 1985-2018 NORESCO, Boulder, Colorado.

TARGET ERI: 61 | 2018 ERI: 58 | PASS

This home MEETS the 2018 Energy Rating Index requirements of Sections 406.3 and 406.4 of the 2018 IECC for climate zone 5B. This 2015 ERI is calculated per ANSI/RESNET/ICC Standard 301-2014, as published January 2016 with Addenda A & B.

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Natural gas(Therms):	426	Energy Savings ($)**:	463

*Based on standard operating conditions
**Based on the 2018 IECC Energy Rating Index Reference Design Home

IECC – Residential Provisions

Table R402.1.1 (Prescriptive)

TABLE R402.1.2
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT[a]

CLIMATE ZONE	FENESTRATION *U*-FACTOR[b]	SKYLIGHT[b] *U*-FACTOR	GLAZED FENESTRATION SHGC[b, e]	CEILING *R*-VALUE	WOOD FRAME WALL *R*-VALUE	MASS WALL *R*-VALUE[i]	FLOOR *R*-VALUE	BASEMENT[c] WALL *R*-VALUE	SLAB[d] *R*-VALUE & DEPTH	CRAWL SPACE[c] WALL *R*-VALUE
2009										
5	0.35	0.60	NR	38	20 or 13+5*	13/ 17	30	10/ 13	10, 2ft	10/ 13
2009 AMENDED										
5	0.45				19/15 **					
2018										
5	0.30	0.55		49	20 or 13+5*			15/ 19		15/ 19

*First value = cavity insulation + second value = continuous insulation

**R-19 cavity insulation for 2x6, R-15 high density cavity insulation for 2x4; no cavity + continuous option offered

IECC – Residential Provisions

R402.4 Air Leakage (Mandatory)

R402.4.1.2 Testing

- **Blower door testing** to confirm number of air changes per hour
  - Air change: A measure of the air volume added to or removed from a space divided by the volume of the space
  - Climate Zone 5 – Maximum 3 air changes/hour
- 2009 IECC: One of two options
- 2012 IECC: Became mandatory testing method

IECC – Residential Provisions

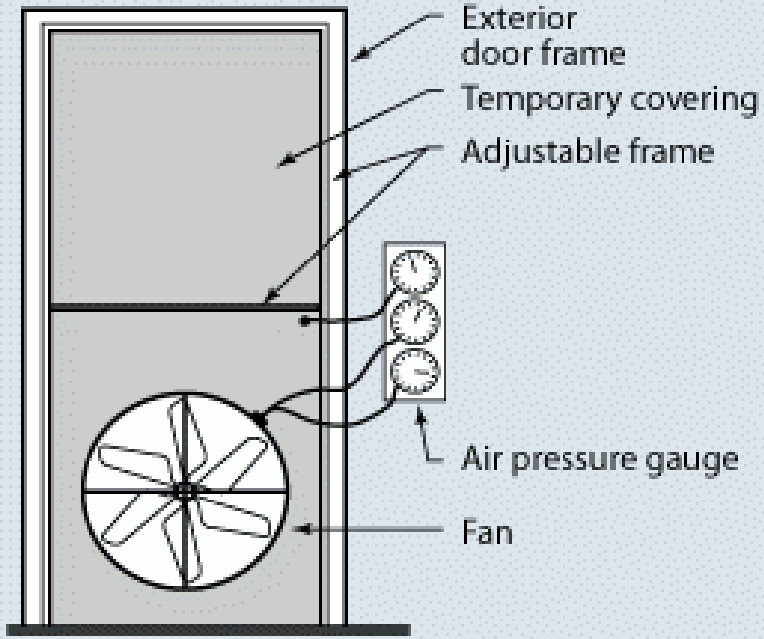
R402.4 Air Leakage (Mandatory)

R402.4.1.2 Testing

Credit: Holtkamp Heating & A/C, Inc.

Diagnostic Tools

Testing the airtightness of a home using a special fan called a blower door can help to ensure that air sealing work is effective. Often, energy efficiency incentive programs, such as the DOE/ EPA ENERGY STAR Program, require a blower door test (usually performed in less than an hour) to confirm the tightness of the house.



Credit: United States Department of Energy

IECC – Residential Provisions

R403.3 Ducts

R403.3.3 Testing

- “Rough-in” or “postconstruction” tests to confirm duct tightness/leakage
- Appears in 2009 IECC
- Was not amended out in 2013 adoption: “not enforced”

IECC – Residential Provisions

R403.5 Service hot water systems

R403.5.1.1 Circulation systems

- Requires circulation pump

R404.1 Lighting Equipment (Mandatory)

- 2009: 50% high-efficacy
- 2012 & 2015: 75% high-efficacy
- 2018: 90% high-efficacy

Commercial Costs for Energy Provisions

EV-Ready Parking	$2050 - $11,000
Solar-ready	$1000 +
	$3050 - $12,000+

Residential Costs for Energy Provisions

Solar-ready	$150 - $300
Blower door testing	$300 – $500
Duct testing	$200 - $250
Circulation pump	$350 – $500
EV Charging	$300 – $500
	$1300 -$2050

Residential
"Seismic" Savings
$11,950 - $2,050 =
$9,900
net savings

Fire Code 2012 to 2018 Changes

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2012 IFC to 2018 changes/new

- Update of NFPA standards to the latest versions.
- Addition of Chapter 12!
- First time 2018 Family of codes!
- Emergency Preparedness in schools
- New Standard on Commercial Hood/cleaning and documentation of such.
- Dust Hazard analysis Chapter 22
- Grow Facilities- Chapter 39.

2012 IFC to 2018 changes

- Bar and restaurant Fire Protection System-occupancy loads.
- Fire Sprinkler required occupancy the serve Alcohol and have occupancy loads of 300.
- 2 in the city and both fall in the Exception for Historical Buildings.

2012 IFC to 2018 Not Changed

- All current Amendments except those relayed to Solar panel installations
- Moved- Solar/alternative power. -new Chapter 12
- Includes Fire Access requirement (match Engineering Standards)
- Moved-Tents-3105- Tents over 400 Square feet.
- Event Safety Update- require exit plan, weather monitoring, outdoor cooking requirement all are in current Amendments, but now have there own chapter.

2012 IFC to 2018 IFC

Questions?

2018 Building and Fire Code Adoption and Amendments

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2018 Building and Fire Code Adoption and Amendments

City Council Meeting 1st Read

June 4, 2019

Amy Palmer, Building Official

Victoria St. Clair, Building Plans Examiner

Jerry Bills, Deputy Fire Chief

TEAM FLAGSTAFF

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Proposed Model Codes

Title 4: Building Regulations

2018 International Building Code (IBC)

2018 International Residential Code (IRC)

2018 International Existing Building Code (IEBC)

2018 International Mechanical Code (IMC)

2018 International Plumbing Code (IPC)

2018 International Fuel-Gas Code (IFGC)

2018 International Energy Conservation Code (IECC)

2018 International Solar Energy Provisions (ISEP)

2018 International Swimming Pool & Spa Code (ISPSC)

2017 NFPA 70 - National Electrical Code (NEC)

A117.1-2017 Standard for Accessible and Useable Buildings and Facilities

Title 5: Fire Code

2018 International Fire Code (IFC)

Adoption Timeline

3/2018 -11/2018: Analyze code changes and create draft amendments

7/2018 – 3/2019: Code update trainings for staff, design community, developers, public

11/2018 – 4/2019: Boards & Commissions meetings & public outreach

5/2019 – 6/2019: City Council adoption process

7/2019: 2018 Building and Fire Codes Adoption becomes effective

7/2019 – 12/2019: Accept submittals under both codes ("Grace Period")

1/2020: Full implementation of 2018 codes

Definition of “Substantial Structural Damage”.

A condition where any of the following apply:

- Condition 1
  - The vertical elements of the lateral force-resisting have suffered damage such that the lateral load-carrying capacity of any story in any horizontal direction has been reduced by more than 33 percent from its pre-damage condition.

Definition of “Substantial Structural Damage” continued.

- Condition 2
  - The capacity of any vertical component carrying gravity load, or any group of such components, that has a tributary area more than 30 percent of the total area of the structure’s floor(s) and roof(s) has been reduced by 20 percent from its pre-damage condition, and the remaining capacity of such affected elements, with respect to all dead and live loads, is less that 75 percent of that required by the International Building Code for new buildings of similar structure, purpose and location.

Definition of “Substantial Structural Damage” continued.

- Condition 3
  - The capacity of any structural component carrying snow load, or any group of such components, that supports more than 30 percent of the roof area of similar construction has been reduced more than 20 percent from its pre-damage condition, and the remaining capacity with respect to dead, live and snow loads in less than 75 percent of that required by the International Building Code for new buildings of similar structure, purpose and location.

Coconino County/City of Flagstaff Comparison

Commercial Costs for Energy Provisions

City Requirement	Cost	County Required?	Included in Model Code?
EV-Ready Parking	$2050 - $11,000	NO	Above Model
Solar-ready	$1000 +	NO	Above
	$3050 - $12,000+		

Residential Costs for Energy Provisions

Solar-ready	$150 - $300	YES	Above
Blower door testing	$300 – $500	NO	Model code
Duct testing	$200 - $250	NO	Model code
Circulation pump	$350 – $500	YES*	Model code
EV Charging	$300 – $500	NO	Above
	$1300 -$2050		

*County is currently requiring as 2012 IECC is adopted

Residential "Seismic" Savings

$11,950 - $2,050 =

$9,900

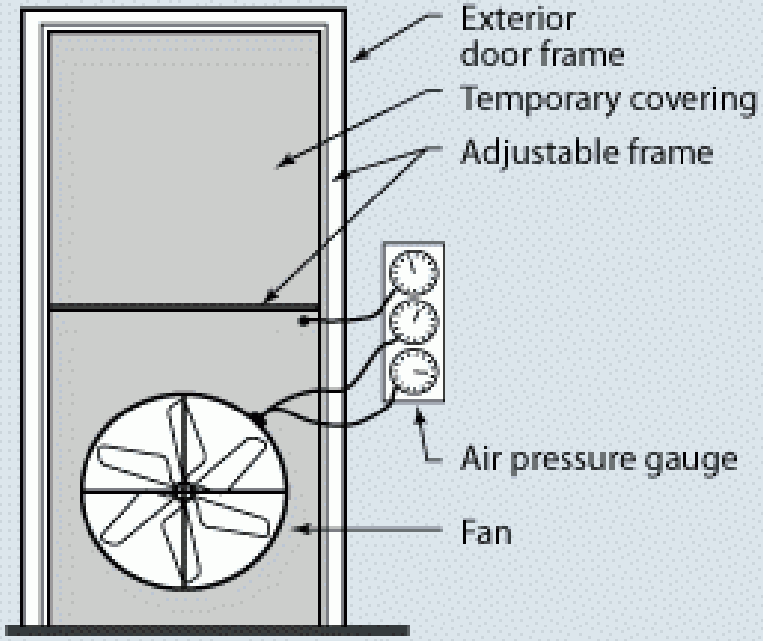
net savings

Blower Door Testing

Blower-door tests determine a home's airtightness. A blower door is a powerful fan that blows air into or out of a house, allowing a licensed professional to find air leaks in a home. These tests confirm the tightness of the house, and can detect issues that when remedied, can reduce energy use and save the homeowner money.

Diagnostic Tools

Testing the airtightness of a home using a special fan called a blower door can help to ensure that air sealing work is effective. Often, energy efficiency incentive programs, such as the DOE/ EPA ENERGY STAR Program, require a blower door test (usually performed in less than an hour) to confirm the tightness of the house.



Credit: United States Department of Energy

Benefits of Blower Door Testing

- A tight house, with reduced air leakage:
  - will have a reduced chance of mold and rot due to lower potential for moisture movement
  - will have a better performing ventilation system
  - will be more comfortable for the occupants, because the potential for drafts is reduced
  - could require smaller heating and cooling equipment capacities.
  - will produce cost savings due to lower heating bills, because the home is losing less heat through unintended openings. Air leakage can increase heating and cooling costs by over 30% (source).

Consumer Protection

- Without a blower door test, it is difficult to measure leakage or determine the air exchange rate in a home or building. This rate has a direct impact on efficiency, comfort and structure durability. The test can be used to identify and correct failures in the building envelope and air leakages. Simple testing can ensure the home is built to the standards it was designed for, and can identify simple fixes that will save the homeowner significantly over the life of the home.

History of Blower Doors in the Code

- **2006 IECC**: There were no provisions/requirements for verifying/testing the overall structure for air leakage (402.4).
- **2009 IECC**: The blower door test was introduced and existed as one of two air leakage verification options. (402.4.2.1) The other option is a visual inspection (402.4.2.2).
- **2012 IECC**: The blower door test became mandatory (402.4.1.2).
- **2015 IECC**: While the section test does not specifically list “blower door”, testing for overall building air leakage is required (402.4.1.2).
- **2018 IECC**: Air leakage testing remains required. The section language remains the same as 2015 edition except for the addition of addition referenced standards for test procedure compliance. Arizona cities including Phoenix and Tucson have adopted codes that require blower door testing, increasing the practice in the state.

Questions?

14. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jerry Bills, Deputy Fire Chief
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-27 and Ordinance No. 2019-17: Declaring as a Public Record that certain document known as "The International Fire Code, 2018 Edition, and the 2019 Amendments to the Flagstaff City Code, Title 5, Fire Code" and adopting said public record by reference.

STAFF RECOMMENDED ACTION:

At the June 4, 2019 Council Meeting:

1) Read Resolution No. 2019-27 by title only
2) City Clerk reads Resolution No. 2019-27 by title only (if approved above)
3) Read Ordinance No. 2019 -17 by title only for the first time
4) City Clerk reads Ordinance No.2019-17 by title only (if approved above)

At the June 18, 2019 Council Meeting:

5) Adopt Resolution No. 2019-27.
6) Read Ordinance No. 2019 -17 by title only for the final time
7) City Clerk reads Ordinance No.2019-17 by title only (if approved above)
8) Adopt Ordinance No 2019-17

Executive Summary:

The action of adopting this ordinance will enact the 2018 International Fire Code, and subsequent amendments to the Flagstaff City Code, Title 5, Fire Regulations. The purpose of this adoption is to keep our Flagstaff Fire Codes in compliance with previously adopted state legislation, as well as the adoption of local amendments. The effective date for the 2018 IFC to take effect on July 1,. 2019 with a grace period for plan submission using either Code until January 1, 2020.

Financial Impact:

There are no costs to the city associated with updating to a more contemporary version of the IFC. Plans review and construction inspections with updated standards will place some new demand on our fire inspectors, for a few months post adoption as they incorporate the new code.

Policy Impact:

No impacts on current policy

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

3) 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

1. Work across all government operations and services to prepare for the impacts of natural and human caused disasters.
2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to service all populations' areas and demographics.
3. Provide high quality emergency response and public safety services including law enforcement, fire, medical and ambulance transport service.
4. Supports the CAAP with a new Chapter 12 Emergency Systems

Has There Been Previous Council Decision on This:

The 2012 International Fire Code (The model code presently in use) was amended and subsequently adopted by Ordinance No. 2016-20, adopted by City Council on October 6, 2016. A Discussion has been held at the May 14, 2019 Council work session.

Options and Alternatives:

1. Table the ordinance to allow for more public input. The effect of this action would be to delay adoption.
2. Amend the ordinance to add or remove specific requirements.
3. Do not approve the ordinance. This action would have the effect of continuing using the current adopted version of the 2012 IFC.

Background/History:

Adopting this ordinance will enact the 2018 International Fire Code, and the 2019 amendments to the Flagstaff City Code, Title 5: Fire Regulations and provide for their incorporation into city code. With Resolution No: 2019:-17 the City of Flagstaff Council has declared the 2018 International Fire Code (IFC) and the 2019 amendments to the Flagstaff City Code, Title 5 Fire Regulations (2019 Amendments) to be public record, one hard copy and one electronic copy of which is on file in the office of the city clerk.

The Flagstaff Fire Department routinely updates its local Fire Code with a more contemporary model version. This update traditionally takes place every 6 years in accordance with the building departments model code update. The building department is presently using the 2018 International Building Code (IBC). Model codes such as the IFC and IBC are designed as minimum standards and local jurisdictions are encouraged to amend them locally to suit local conditions. Local amendments are proposed for the IFC. In the future, it is the intent of the Fire Department to match the fire code edition with the other ICC codes adopted by the City.

The 2019 Amendments deal with changes in the model code that are of significant local importance. The changes to the model code specific to Flagstaff are as follows:

1. Fire sprinkler systems to be required in all commercial buildings greater than 5000 square feet or three stories in height. This has been required in Flagstaff since the 1980s.
2. Engineering Standards for fire access roads. These have been in place since the previous code.
3. New standard that addresses the cleaning of commercial cooking exhaust hoods and ducts, it includes grease accumulation, recordkeeping and tagging equipment following the ANSI -standards for cleaning of commercial kitchen exhaust systems
4. A chart that identifies outdoor assembly exit isle widths.

Key Considerations:

1. Little impact on single family residential construction. The IFC is geared to commercial business operations.
2. Stream line the project review process the city building department and the fire department are using the same year model code.
3. Address specific community Hazards though our amendment adoptions. This includes a special events section as an example.

Community Benefits and Considerations:

Over this past year The Building and Safety department and the Fire Department scheduled meetings with local general contractors as well as scheduled an open house with fire protection sub-contractors. The purpose of these meetings was to educate these stakeholders about the IFC adoption proposal and review significant updates from the 2012 IFC as well as amendments. Specific external interest groups included: Northern Arizona Homebuilders and service clubs. There was little to no negative feedback from these external interest groups only clarifications as to the code and updates, feedback seemed positive. The Fire Department has also met with various city divisions seeking input and offering our availability to meet and discuss the code adoption process.

Community Involvement:

Consult/Involve:
Through our community outreach activities we have consulted and elicited feedback from those community members who are most effected by the code adoption.

Attachments: Res. 2019-26
Ord. 2019-16

RESOLUTION NO. 2019-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK ENTITLED *"THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND THE 2019 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 5, FIRE REGULATIONS"*

RECITALS:

WHEREAS, the City Council has determined that adopting *"The International Fire Code, 2018 Edition, and the 2019 Amendments to Flagstaff City Code, Title 5, Fire Regulations"* is necessary for providing the standards to provide safety to firefighters and emergency responders during emergency operations; and

WHEREAS, the City Council has determined that adopting *"The International Fire Code, 2018 Edition, and the 2019 Amendments to Flagstaff City Code, Title 5, Fire Regulations"* is necessary for the issuance of permits and collection of fees pursuant thereto, and for implementing and enforcing each and all of the regulations, provisions, penalties, conditions and terms of an updated Flagstaff Fire Code.

ENACTMENTS:

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

SECTION 1. The certain document entitled *"The International Fire Code, 2018 Edition, and the 2019 Amendments to Flagstaff City Code, Title 5, Fire Regulations",* one hard copy and one electronic copy of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of June, 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

2019 Amendments to the Flagstaff City Code, Title 5, Fire Regulations

5-02-001-0001 ADOPTION OF 2012~~2~~8 INTERNATIONAL FIRE CODE

There is hereby adopted by the City of Flagstaff for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the 2012~~2~~8 International Fire Code, including the following appendices:

Appendix B, Fire Flow Requirements For Buildings;

Appendix D, Fire Apparatus Access Roads, with the Amendments thereto list in 5-02-001-0005;

Appendix E, Hazard Categories;

Appendix F, Hazard Ranking;

Appendix G, Cryogenic Fluids – Weight and Volume Equivalents;

Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions;

Appendix I, Fire Protection Systems – Noncompliant Conditions;

Appendix J, Building Information Sign;

Appendix K, Construction Requirements For Existing Ambulatory Care Facilities;

Appendix L, Requirement For Fire Fighter Air Replenishment Systems;

Appendix M, High-Rise Buildings—Retroactive Automatic Sprinkler Requirement;

Appendix N, Indoor Trade Shows And Exhibitions.

~~Appendix B, Fire Flow Requirements For Buildings;~~
~~Appendix C, Fire Hydrant Locations and Distribution, providing for amendments, additions and deletions thereto;~~
~~Appendix D, Fire Apparatus Access Roads, providing for the amendments thereto;~~
~~Appendix E, Hazard Categories;~~
~~Appendix F, Hazard Ranking;~~
~~Appendix G, Cryogenic Fluids – Weight and Volume Equivalents;~~
~~Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions;~~
~~Appendix I, Fire Protection Systems – Noncompliant Conditions;~~
~~Appendix J, Building Information Sign.~~

International Wildland Urban Interface Code (IWUIC), 2006 Edition, including the following appendices:
Appendix A – General Requirements;
Appendix B – Vegetation Management Plan;
Appendix C – Fire Hazard Severity Form;
Appendix D – Fire Danger Rating System, providing for amendments, additions and deletions thereto of which not less than three (3) copies have been and now are on file in the office of the City Clerk of the City of Flagstaff, and the same which are hereby adopted and made part

hereto by this reference as fully and completely as if fully herein set forth and from the date on which this chapter should take effect.
Said codes have been adopted as part of a public record through Resolution No. 2016-20 on October 4, 2016, entitled The International Fire Code, 2012 Edition and amendments, additions, and deletions thereto and 2016 Amendments to Flagstaff City Code Title 5, Fire Code, three (3) copies of which are on file in the office of the City Clerk, made a part hereof as if fully set out in this chapter. (See Ordinance Nos. 1883 and 2006; Ord. 1883, 09/19/95) (Ord. 1698, Amended, 07/16/1991; Ord. 1883, Amended, 09/19/1995; Ord. 2010-21, Amended, 10/05/2010; Ord. 2016-25, Amended, 10/04/2016)

5-02-001-0005 AMENDMENTS

The following provisions shall have the effect of either amending, adding to, or deleting from the International Fire Code, 2012~~2~~8 Edition:

CHAPTER 1, IFC, Administration

Amend Section 101.1 Title, to read:

These regulations shall be known as the Fire Code of City of Flagstaff, hereinafter referred to as "this code."

Amend Section 102.7 entitled "Reference codes and standards", by adding:

Referenced codes and standards as listed in Chapter 80, and in this document are adopted in their entirety.

Amend Section 104.6, Official Records, to read:

The fire code official shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained as prescribed by state and city archival regulations.

Amend Section 105.6.3 Open Burning, by deleting

Exception: Recreational fires.

Amend Section 109.1 entitled "Board of appeals established", to read:

The Building and Fire Code Board of Appeals created in Chapter 2-02 of the Flagstaff City Code shall hear and decide appeals of orders, decisions or determinations made by the fire official relative to the application and interpretation of this code.

Amend Section 110.4 entitled "Violation penalties", to read:

Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under a provision or provisions of this code, shall be guilty of a class one misdemeanor and upon conviction shall be punishable by a fine and/or imprisonment set forth by the governing laws of the jurisdiction. Each separate day or any portion thereof, during which any violation of this Code occurs or continues, shall be deemed to constitute a separate offense.

CHAPTER 2, IFC, Definitions

Amend Section 202 entitled "Definitions; Detached Building" to read:

DETACHED BUILDING: A separate standalone structure that is separated from

other buildings in accordance with the requirements of the International Building Code, greater than 200 square foot and/or within 15 feet of the existing or primary structure. This classification shall include, but not limited to the following:

Casitas
Gazebos
Storage
Sheds
Garages
Green
Houses
Ramadas
Barns
Shops

Amend Section 202 entitled Definitions, by adding:

SPECULATIVE WAREHOUSE. A building designed for high piled combustible storage without a known type or commodity designation specified.

SKY LANTERN. A device designed to carry an open flame as an airborne light. Also known as, but not limited to, Kongming Lantern, Whish Lantern, Sky Candle, Fire Balloon.

CHAPTER 3, IFC, General Requirements

Amend Section 319 Mobile Food Preparation Vehicles, by adding

319.4.3 Location Mobile food preparation vehicles shall not be located within 20 feet of tents, canopies, or membrane structures.

CHAPTER 5, IFC, Fire Service Features

Amend Section 503.1.2 Additional Access, by adding:

Approved secondary access shall be provided to all subdivisions and developments when fire access exceeds 1200 feet in length. Secondary access shall be provided for all one or two family residential developments that exceed 30 units/lots.

Amend Section 503.2.3 Surface, to read:

Fire apparatus access roads shall be designed and maintained to support a minimum 80,000 pounds gross vehicle weight shall be surfaced as to provide all weather driving capabilities. A maintenance agreement for private roads or other fire access may be required showing the responsibility for roadway maintenance and snow plowing.

Amend Section 503.2.4 entitled "Fire Service Features; Fire Apparatus Access Roads; Specifications; Turning Radius", to read:

The required minimum turning radius of a fire apparatus access road shall be 35 feet inside, 55 feet outside, or 45 feet on center

Amend Section 503.2.5 Dead ends, by adding:

There shall be no parking or other obstructions in fire apparatus turnaround areas that would impair turning of apparatus. When parking or other design features are desired, the proper design must be approved. Accumulation of snow must also be accounted for to prevent winter time obstructions.

Amend Section 503.2.7 entitled "Fire Service Features; Fire Apparatus Access Roads; Specifications; Grade, to read:

The gradient for a fire apparatus access road shall not exceed 10 percent on straight sections of roadway and 5 percent side slope on turnarounds and curves

Amend Section 504.2 Maintenance of exterior doors and openings, by adding:

Exterior doors and openings required by this code or the building code shall be maintained readily accessible for emergency access by the fire department. Exterior doors shall be supplied with an approved exterior handle.

Amend Section 505.1 Address Numbers, by adding:

Commercial address numbers shall be a minimum of 6 inches high with a minimum stroke width of 0.5 inch. Buildings in multi-building complexes must be marked with 12" minimum numbers. When address numbers attached to buildings are insufficient to be seen from the street, additional numbers may be required at a location approved by the Chief. Approved identification shall also be provided on the rear door(s) at any location where access into the building may be difficult to determine.

Amend Section 507 Fire Protection Water Supply, by adding:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When automatic fire sprinkler systems or other approved fire protection systems or features are installed, the specifications of this section may be modified at the discretion of the Chief, when in his opinion, firefighting or rescue operations will not be impaired.

Amend Section 507.2 Type of water supply, by adding:

Water supply for a major system component as described by the American Water Works Association must provide a continuous and uninterrupted supply of fire protection water through redundancy. Fire mains in excess of 1,000 feet in length or which have more than 3 hydrants affixed shall be looped to a second source of water. All fire mains hereafter constructed shall be a minimum of 8-inch diameter but in all cases shall be of sufficient size to adequately supply the required fire flow.

Amend Section 507.3 Fire Flow, to read:

Fire flow tests used to design sprinkler systems, standpipe systems, and fire supply mains shall be performed by a contractor licensed by the State of Arizona, and who has a current business license issued by the City of Flagstaff. The test shall be witnessed by the Flagstaff Fire Department. The method for determining fire flow requirements for buildings and subdivisions shall be Appendix B Fire Flow Requirements for Buildings.

Amend Section 507.5 Fire Hydrant Systems, by adding:

507.5.1 When any portion of the facility or building protected is in excess of 300 feet from a water supply on a public street for commercial occupancies and 500 feet from a water supply for residential single family and duplex occupancies, as measure by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the Fire Chief

CHAPTER 6, IFC, Building Services and Systems

Amend Section 605.8 Refrigerant detection, to read:

Machinery rooms shall contain a refrigerant detector with an approved and distinctive audible and visual alarm. The alarm notification devices shall comply with the audible and visual requirements of the *National Fire Alarm Code*, NFPA 72. A supervisory alarm shall be activated when the mechanical ventilation system fails. The detector, or a sampling tube that draws air to the detector, shall be located in an area where refrigerant from a leak will concentrate. The alarm shall be activated at a value not greater than the corresponding TLV-TWA values shown in the International Mechanical Code. Detectors and alarms shall be placed in one or more locations to assure notifications of all occupants.

CHAPTER 9, IFC, Fire Protection Systems and Life Protection Systems

Amend Section 901.2 entitled "Construction documents", by adding:

Automatic sprinkler systems designed in accordance with NFPA 13, 13D and 13R shall be submitted and reviewed bearing a review certification and signature of a minimum level NICET III Certified Engineering Technician {CET) or Arizona registrant. Fire alarm systems designed in accordance with NFPA 72 shall be reviewed and submitted bearing a review certification and signature of a minimum level Ill NICET Technician or Arizona registrant.

Amend Section 901.3 entitled Permits, by adding:

901.3.1 Modifications. No person shall remove or modify any fire protection system installed or maintained under the provisions of this code without prior approval by the fire chief or fire code official.

Amend Section 901.6 entitled Inspection, testing and maintenance by adding:

Fire detection and alarm systems, emergency alarm systems, gas detection systems, fire-extinguishing systems, mechanical smoke exhaust systems and smoke and heat vents, fire pumps shall be maintained in an operative condition at all times and shall be replaced or repaired where defective. Nonrequired fire protection systems and equipment shall be inspected, tested and maintained or removed. All fire protection systems shall be inspected and tested annually by a contractor licensed by the State of Arizona and who possesses an Arizona State Revenue License to work on the specific type of fire protection system being inspected or tested. Contractors shall provide current copies to the fire department annually.

Amend Section 901.6.3 entitled "Records", to read:

Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and deficiencies shall be copied to the authority having jurisdiction within thirty (30) business days.

Amend Section 901.6, by adding:

901.6.3.1 Inspection and testing. All fire protection systems shall be inspected and tested annually by a contractor licensed by the State of Arizona and who has a current Arizona State Revenue License to work on the specific type of fire protection system being inspected or tested.

Amend Section 903 entitled Automatic Sprinkler Systems by adding:

903.2 Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through

903.2.12.
In addition to the requirements of the fire and building codes, an approved automatic monitored sprinkler system shall be installed throughout all levels of all new Group B, E, F, M, U and S occupancies 5,000 square feet (464m2) or greater and in all buildings over 3 stories in height regardless of the total square footage. Such systems shall be in accordance with the International Fire Code, International Building Code and installed in accordance with NFPA 13, 13D or 13R as specified by the fire code official.
Notwithstanding the foregoing, an automatic monitored fire sprinkler system may be installed in any building regardless of floor area.

Amend Section 903.2.1.1 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-1, to read:

An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi theater complex.

Amend Section 903.2.1.3 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-3", to read:

An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Amend Section 903.2.1.4 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-4", to read:

An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464m2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Amend Section 903 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Where required; by adding:

903.2.2.1 Group B
An automatic monitored sprinkler system shall be provided throughout all Group B occupancies where any of the following exist:

1. Where Group B fire area is 5,000 square feet (464m2) and greater, or
2. Fire area is located more than three stories above grade

Amend Section 903.2.2 Ambulatory care facilities, to read:

903.2.2.2 Ambulatory care facilities
An *automatic sprinkler system* shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the *level of exit discharge*, an *automatic sprinkler system* shall be installed throughout the entire floor where such care is provided as well as all floors below, and all floors between the level of ambulatory care and the nearest *level of exit discharge*, including the *level of exit discharge*.

Amend Section 903.2.3 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group E", to read:

An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 5000 square feet (462m2) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

3. The Group E area has an occupant load of 300 or more.

Amend Section 903.2.4 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group F-1", to read:

An automatic sprinkler system shall be provided throughout all buildings containing Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet (464m2).
2. A Group F-1 fire area is located more than three stories above grade plan.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464m2).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m2).

Amend Section 903.2.4.1 Woodworking operations, to read:

An automatic sprinkler system shall be provided throughout all F-1 occupancy fire area that conation woodworking operations in excess of 5000 square feet in area (464 m2) which generate finely divided combustible waste, or which use finely divided combustible materials.

Amend Section 903.2.7 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Where required; Group M", to read:

An automatic sprinkler system shall be provided throughout buildings containing Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet (464m2).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464m2).
4. A Group M occupancy used for the display and sale of upholstered furniture or

mattresses exceeds 5,000 square feet (464 m2).

Amend 903.2.8 entitled Group R, to read:

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R-1 and R-2 fire area.

Amend Section 903.2.9 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group S-1", to read:

An automatic sprinkler system shall be provided throughout all buildings containing Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet (464m2).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464m2).
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m2).

Amend Section 903.2.9.1 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Repair Garages", to read:

An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (464m2).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (464m2).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m2).

Amend Section 903.2.10 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group S-2 enclosed parking garages", to read:

An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the International Building Code as follows:

1. Where the fire area of the enclosed parking garage exceeds 5,000 square feet (464m2)
2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

Amend Section 903.3.1.1.1 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Installation requirements; Exempt locations", to read:

Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.

3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire resistance rating of not less than 2 (two)hours.
4. Fire service access elevator machine rooms and machinery spaces.
5. Machine rooms and machinery spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.

Amend Section 903.3.5 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Installation requirements; Water supplies", by adding:

The introduction of any toxic substance shall be prohibited. If a sprinkler system is connected to a potable water supply, the use of solutions other than that of pure glycerin (C.P. or U.S.P. 96.5 percent grade) or propylene glycol shall not be permitted.

Amend Section 903.3 installation requirements, by adding:

903.3.9 Speculative warehouse special requirements

Speculative warehouses shall comply with Chapter 32, and this Chapter. Where the maximum allowable storage height can exceed 12 feet (3658mm) but less than 22 feet (6706mm) the following shall apply:

1. Design for a Class IV non-encapsulated commodity, double row rack storage, 8 foot (2,438mm) aisles and 286 degrees sprinklers; and
2. Hydraulically design to protect the maximum possible clear height of storage without in-rack sprinklers; and
3. Add 500 GPM at the base of the riser for inside hose to hydraulic calculations, and provide the hose stub-outs for future installation or use existing columns for hose installing locations.

Where the maximum allowable storage height can exceed 22 feet (6706mm) the following shall apply:

1. Hydraulically design system to protect the maximum possible clear height of storage without in-rack sprinklers; and
2. Provide .64 GPM per square foot over the hydraulically most remote 2,000 square feet (609600mm); or use an approved alternative design such as ESFR sprinklers.

Amend Section 905 Standpipe Systems, by adding:

Section 905.13 Other Standpipe Systems Required Locations. Notwithstanding the previously specified required locations, approved standpipe systems shall also be required in: Commercial buildings greater than two stories in height.

Amend Section 912.2 Location, to read:

With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located such that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. Fire department connections (FDC) shall be remote from the building if possible.

Amend Section 912.2.1 Visible Location, to read:

Fire department connections shall be located at the primary entrance to the site, fully visible and recognizable.

Amend Section 1103.5 Sprinkler systems, deleting section 1103.5.1;

Amend Section 3106 Outdoor Assembly Events, by adding

Outdoor Assembly Events Table 3106.3

Occupant Load	Minimum number of Exits
1-500	2
501-1000	3
1001-1500	4
Each additional 500 Persons	36” of additional exit width for each exit

3106.3.3 Exit Width The aggregate clear width of exits shall be a minimum of 36 “width wide for each 500 persons to be accommodated

3106.3.4 Exit Signs Exits shall be identified with signs that read -EXIT – The signs shall be weather resistant with letters on a contrasting background. Lettering shall be of sufficient height and brush stroke to be visible within 100 feet. Placement of the exit signs shall be approved by the fire code official.

3106.4 - Outdoor Concerts / Crowd Management, section added

3106.4.3.1 Front Stage Isle/Separation Minimum 10-foot aisle space for front of stage, adequate crowd manager’s during the concert or event to maintain minimum widths. Main isle shall be a minimum of 10 feet in width.

CHAPTER 50, IFC, Hazardous Materials – General Provisions

Amend Section 5003.2.2.1 Design and construction to read:

(2) Piping and tubing shall be identified indicate the material conveyed and the direction of flow. Pipe labels shall be provided at a maximum spacing of 20 feet at each change of direction and on both sides of walls or floor/ceiling penetrations.

Amend section 5003.2.2.1 Design and construction and add:

(6) Pressure tests of piping constructed of non- metallic material used to convey hazardous materials shall be limited to hydrostatic tests. Pneumatic pressure testing of non-metallic piping shall not be permitted.

Amend Section 5004.9 Emergency alarm to read:

An approved manual emergency alarm system shall be provided in buildings, rooms or areas used for storage of hazardous materials. The emergency alarm system shall be designed using the manual fire alarm requirements of the *National Fire Alarm Code,* NFPA 72. Emergency alarm initiating devices shall be installed outside of each interior exit or exit access door of the storage buildings, rooms or areas. Activation of an emergency alarm-initiating device shall sound an audible signal distinctly different than that of the fire alarm signal. Emergency alarm notification devices shall be yellow or amber in color.

CHAPTER 53, IFC, Compressed Gases

Amend Section 5301.1 Scope, to read:

Storage, use and handling of compressed gases in compressed gas containers, cylinders, tanks and systems shall comply with this chapter, and National Fire Protection Association standard, NFPA 55, Compressed Gases and Cryogenic Fluids, 2016 edition. Where there is a conflict between the International Fire Code, 2018 edition and NFPA 55, 2016 edition, the more restrictive provision shall apply. Partially full *compressed gas* containers, cylinders or tanks containing residual gases shall be considered as full for the purpose of the controls required.

Amend Section 5302.1 Definitions to add:

Point of Use means detection shall be provided at each location where material or chemical is placed into action.

Amend Section 5303.16.10.1 Insulated Liquid Carbon Dioxide Systems to add:

(A) Gas detection shall be provided at each point of use whether the cylinder vessel, and/or container are located inside or outside the structure. Basements and/or subterranean spaces that could be physically entered, and which contain CO2 process lines, shall have gas detection.

(B) When a CO2 gas detection device reaches 15,000 ppm a local warning/supervisory alarm shall sound at a normally occupied location, and/or transmit a supervisory signal to a supervising station if system is monitored off-site.

(C) When a CO2 gas detection device reaches 30,000 ppm a general evacuation signal shall sound for the occupancy and transmit a gas specific alarm to a supervisory station if system is monitored off-site.

(D) Where there are DOT approved non-insulated cylinders stored and/or used inside or outside the structure, per system, gas detection and alarm systems shall not be required.

CHAPTER 55, IFC, Cryogenic Fluids

Amend Section 5501.1 Scope to read:

Storage, use and handling of *cryogenic fluids* shall comply with this chapter and National Fire Protection standard NFPA 55, Compressed Gases and Cryogenic Fluids Code, 2016 edition. Where there is a conflict between the International Fire Code, 2018 edition and NFPA 55, 2016 edition, the more restrictive provision shall apply. *Cryogenic fluids* shall also comply with Chapter 50 for general requirements. Partially full containers containing residual *cryogenic fluids* shall be considered as full for the purposes of the controls required.

CHAPTER 56, IFC, Explosives and Fireworks

Amend Section 5601.2.4 Financial responsibility, to read:

Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of $1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The *fire code official* is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Amend Section 5608 by deleting it in its entirety.

Amend Section 5609 by deleting it in its entirety.

Appendix D, Fire Apparatus Access Roads, providing for the amendments thereto;

Amend Section D102 Required Access to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be an accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 80,000 pounds.

Amend Section D107 One- or Two-family dwelling residential developments to read:

D107.1 One- or two- family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

Where there are 30 to 50 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, access from two directions shall not be required.

~~**CHAPTER 1, IFC, Administration**~~

~~Amend Section 101.1, Title, to read:~~

~~These regulations shall be known as the Fire Code of City of Flagstaff, hereinafter referred to as "this code."~~

~~Amend Section 102.7 entitled "Reference codes and standards" by adding:~~

~~Referenced codes and standards as listed in Chapter 80, and in this document are adopted in their entirety.~~

~~Amend Section 104.6, Official Records, to read:~~

~~The fire code official shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained as prescribed by state and city archival regulations.~~

~~Amend Section 105.6.2 entitled "Amusement Buildings" to read:~~

~~An operational permit is required to operate any amusement building or special event as required by the fire code official.~~

~~Amend Section 105.6.30 Open Burning, by deleting:~~

~~Exception: Recreational fires.~~

~~Amend Section 108.1 entitled "Board of appeals established" to read:~~

~~The Building and Fire Code Board of Appeals created in Chapter 2-02 of the Flagstaff City Code shall hear and decide appeals of orders, decisions or determinations made by the fire official relative to the application and interpretation of this code.~~

~~Amend Section 109.4 entitled "Violation penalties" to read:~~

~~Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under a provision or provisions of this code, shall be guilty of a class one misdemeanor and upon conviction shall be punishable by a fine

and/or imprisonment set forth by the governing laws of the jurisdiction. Each separate day or any portion thereof, during which any violation of this Code occurs or continues, shall be deemed to constitute a separate offense.

CHAPTER 2, IFC, Definitions

Amend Section 202 entitled "Definitions; Detached Building" to read:

DETACHED BUILDING: A separate stand alone structure that is separated from other buildings in accordance with the requirements of the International Building Code, greater than 200 square feet and/or within 15 feet of the existing or primary structure. This classification shall include, but not be limited to the following:

Casitas
Gazebos
Storage Sheds
Garages
Green Houses
Ramadas
Barns/Shops

Amend Section 202 entitled "Definitions" by adding:

SPECULATIVE WAREHOUSE. A building designed for high piled combustible storage without a known type or commodity designation specified.

SKY LANTERN. A device designed to carry an open flame as an airborne light. Also known as, but not limited to, Kongming Lantern, Whish Lantern, Sky Candle, Fire Balloon.

CHAPTER 3, IFC, General Requirements

Amend Section 308 entitled "Open Flames" by adding:

308.1.1.1 Sky Lanterns. The lighting of, and/or release of Sky Lanterns is prohibited.

Amend Section 308.1.5, Location near combustibles, to read:

Candles or other open flame devices shall not be left unattended. Open flames shall be extinguished when direct supervision is unavailable.

BBQ grills shall be for outdoor use only. BBQ grills may be used on open balconies if proper clearances from combustibles are maintained. For listed appliances, follow the manufacturer's instructions for proper clearances. Instructions for listed grills must be kept on premises and be made available to the Fire Department. BBQ grills shall never be used directly under unprotected combustible construction. Units must be supported by sturdy, non-combustible construction. In the absence of manufacturer's instructions and for all unlisted appliances, clearances shall be maintained as follows: from the front, sides, floor, and rear of unit 36 inches.

Exception: A minimum of 6 inches may be allowed to the rear of BBQ grills equipped with a metal lid, as long as combustible construction does not exceed the horizontal plane of the unit, i.e. above the unit.

CHAPTER 5, IFC, Fire Service Features

Amend Section 503.1.2, Additional Access, by adding:

Approved secondary access shall be provided to all subdivisions and developments when fire access exceeds 1200 feet in length.

Secondary access shall be provided for all one or two family residential developments that exceed 30 units/lots.

Amend Section 503.2.3, Surface, to read:

Fire apparatus access roads shall be designed and maintained to support a minimum 80,000 pounds gross vehicle weight and shall be surfaced as to provide all weather driving capabilities. A maintenance agreement for private roads or other fire access may be required showing the responsibility for roadway maintenance and snow plowing.

Amend Section 503.2.4 entitled "Fire Service Features; Fire Apparatus Access Roads; Specifications; Turning Radius" to read:

The required minimum turning radius of a fire apparatus access road shall be 35 feet inside, 55 feet outside, or 45 feet on center.

Amend Section 503.2.5, Dead ends, by adding:

There shall be no parking or other obstructions in fire apparatus turnaround areas that would impair turning of apparatus. When parking or other design features are desired, the proper design must be approved. Accumulation of snow must also be accounted for to prevent winter time obstructions.

Amend Section 503.2.7 entitled "Fire Service Features; Fire Apparatus Access Roads; Specifications; Grade" to read:

The gradient for a fire apparatus access road shall not exceed 10 percent on straight sections of roadway and 5 percent side slope on turnarounds and curves.

Amend Section 504.2, Maintenance of exterior doors and openings, by adding:

Exterior doors and openings required by this code or the building code shall be maintained readily accessible for emergency access by the fire department. Exterior doors shall be supplied with an approved exterior handle.

Amend Section 505.1, Address Numbers, by adding:

Commercial address numbers shall be a minimum of 6 inches high with a minimum stroke width of 0.5 inch. Buildings in multi-building complexes must be marked with 12" minimum numbers. When address numbers attached to buildings are insufficient to be seen from the street, additional numbers may be required at a location approved by the Chief. Approved identification shall also be provided on the rear door(s) at any location where access into the building may be difficult to determine.

Amend Section 507.1, Required water supply, by adding:

When any portion of the facility or building protected is in excess of 300 feet from a water supply on a public street for commercial occupancies and 500 feet from a water supply for residential single family and duplex occupancies, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the Chief.

Amend Section 507.2, Type of water supply, by adding:

Water supply for a major system component as described by the American Water Works Association must provide a continuous and uninterrupted supply of fire protection water through redundancy. Fire mains in excess of 1,000 feet in length or which have more than 3

hydrants affixed shall be looped to a second source of water. All fire mains hereafter constructed shall be a minimum of 8 inch diameter but in all cases shall be of sufficient size to adequately supply the required fire flow.

Amend Section 507.3, Fire Flow, to read:

Fire flow tests used to design sprinkler systems, standpipe systems, and fire supply mains shall be performed by a contractor licensed by the State of Arizona, and who has a current business license issued by the City of Flagstaff. The test shall be witnessed by the Flagstaff Fire Department.

The method for determining fire flow requirements for buildings and subdivisions shall be Appendix B Fire Flow Requirements for Buildings.

Amend Section 507, Fire Protection Water Supplies, by adding:

507.6 Modifications. When automatic fire sprinkler systems or other approved fire protection systems or features are installed, the specifications of this section may be modified at the discretion of the Chief, when in his opinion, fire fighting or rescue operations will not be impaired.

CHAPTER 6, IFC, Building Services and Systems

Amend Section 606.8, Refrigerant detector, to read:

Machinery rooms shall contain a refrigerant detector with an approved and distinctive audible and visual alarm. The alarm notification devices shall comply with the audible and visual requirements of the National Fire Alarm Code, NFPA 72. A supervisory alarm shall be activated when the mechanical ventilation system fails. The detector, or a sampling tube that draws air to the detector, shall be located in an area where refrigerant from a leak will concentrate. The alarm shall be activated at a value not greater than the corresponding TLV-TWA values shown in the International Mechanical Code. Detectors and alarms shall be placed in one or more locations to assure notifications of all occupants.

CHAPTER 9, IFC, Fire Protection Systems

Amend Section 901.2 entitled "Construction documents" by adding:

Automatic sprinkler systems designed in accordance with NFPA 13, 13D and 13R shall be submitted and reviewed bearing a review certification and signature of a minimum level III NICET Certified Engineering Technician (CET) or Arizona registrant. Fire alarm systems designed in accordance with NFPA 72 shall be reviewed and submitted bearing a review certification and signature of a minimum level III NICET Technician or Arizona registrant.

Amend Section 901.3 by adding:

901.3.1 Modifications. No person shall remove or modify any fire protection system installed or maintained under the provisions of this code without prior approval by the fire chief or fire code official.

Amend Section 901.6.2 entitled "Records" to read:

Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and deficiencies shall be copied to the authority having jurisdiction within thirty (30) business days.

Amend Section 901.6, by adding:

901.6.3 Inspection and testing. All fire protection systems shall be inspected and tested annually by a contractor licensed by the State of Arizona and who has a current business license issued by the City of Flagstaff to work on the specific type of fire protection system being inspected or tested.

Amend Section 903.2 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Where required" by adding:

In addition to the requirements of the fire and building codes, an approved automatic monitored sprinkler system shall be installed throughout all levels of all new Group B, E, F, M, U and S occupancies 5,000 square feet (464 m^2) or greater and in all buildings over 3 stories in height regardless of the total square footage. Such systems shall be in accordance with the International Fire Code, International Building Code and installed in accordance with NFPA 13, 13D or 13R as specified by the fire code official. Notwithstanding the foregoing, an automatic monitored fire sprinkler system may be installed in any building regardless of floor area.

Amend Section 903.2.1.1 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-1" to read:

An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:
1. The fire area exceeds 5,000 square feet (464 m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi theater complex.

Amend Section 903.2.1.3 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-3" to read:

An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:
1. The fire area exceeds 5,000 square feet (464 m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Amend Section 903.2.1.4 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group A-4" to read:

An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:
1. The fire area exceeds 5,000 square feet (464 m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Amend Section 903 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Where required" by adding:

903.2.2.1 Group B

An automatic monitored sprinkler system shall be provided throughout all Group B occupancies where any of the following exist:
1. Where Group B fire area is 5,000 square feet (464 m^2) and greater, or
2. Fire area is located more than three stories above grade.

Amend Section 903.2.2 Ambulatory care facilities, to read:

903.2.2.2 Ambulatory care facilities

An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor where such care is provided as well as all floors below, and all floors between the level of ambulatory care and the nearest level of exit discharge, including the level of exit discharge.

Amend Section 903.2.3 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group E" to read:

An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 5,000 square feet (462 m^2) in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

Amend Section 903.2.4 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group F-1" to read:

An automatic sprinkler system shall be provided throughout all buildings containing Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet (464 m^2).
2. A Group F-1 fire area is located more than three stories above grade plan.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464 m^2).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m^2).

Amend Section 903.2.4.1 Woodworking operations, to read:

An automatic sprinkler system shall be provided throughout all F-1 occupancy fire area that contain woodworking operations in excess of 5,000 square feet in area (464 m^2) which generate finely divided combustible waste or which use finely divided combustible materials.

Amend Section 903.2.7 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Where required; Group M" to read:

An automatic sprinkler system shall be provided throughout buildings containing Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet (464 m^2).

2. A Group M fire area is located more than three stories above grade plane.

3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464 m^2).

4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m^2).

Amend 903.2.8 entitled Group R, to read:

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R-1 and R-2 fire area.

Amend Section 903.2.9 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group S-1" to read:

An automatic sprinkler system shall be provided throughout all buildings containing Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet (464 m^2).

2. A Group S-1 fire area is located more than three stories above grade plane.

3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet (464 m^2).

4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m^2).

Amend Section 903.2.9.1 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Repair Garages" to read:

An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (464 m^2).

2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (464 m^2).

3. Buildings with repair garages servicing vehicles parked in basements.

4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m^2).

Amend Section 903.2.10 entitled "Fire Protection Systems, Automatic Sprinkler Systems; Where required; Group S-2 enclosed parking garages" to read:

An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the International Building Code as follows:

1. Where the fire area of the enclosed parking garage exceeds 5,000 square feet (464 m^2).

2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

Amend Section 903.3.1.1.1 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Installation requirements; Exempt locations" to read:

Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire resistance rating of not less than 2 (two) hours.
4. Fire service access elevator machine rooms and machinery spaces.
5. Machine rooms and machinery spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.

Amend Section 903.3.5 entitled "Fire Protection Systems; Automatic Sprinkler Systems; Installation requirements; Water supplies" by adding:

The introduction of any toxic substance shall be prohibited. If a sprinkler system is connected to a potable water supply, the use of solutions other than that of pure glycerin (C.P. or U.S.P. 96.5 percent grade) or propylene glycol shall not be permitted.

Amend Section 903.3 installation requirements, by adding:

903.3.8 Speculative warehouse special requirements

Speculative warehouses shall comply with Chapter 32, and this Chapter. Where the maximum allowable storage height can exceed 12 feet (3,658 mm) but less than 22 feet (6,706 mm) the following shall apply:

1. Design for a Class IV non-encapsulated commodity, double row rack storage, 8 foot (2,438 mm) aisles and 286 degree sprinklers; and
2. Hydraulically design to protect the maximum possible clear height of storage without in-rack sprinklers; and
3. Add 500 GPM at the base of the riser for inside hose to hydraulic calculations, and provide the hose stub-outs for future installation or use existing columns for hose installing locations.

Where the maximum allowable storage height can exceed 22 feet (6,706 mm) the following shall apply:

1. Hydraulically design system to protect the maximum possible clear height of storage without in-rack sprinklers; and
2. Provide .64 GPM per square foot over the hydraulically most remote 2,000 square feet (609,600 mm); or use an approved alternative design such as ESFR sprinklers.

Amend Section 905, Standpipe Systems, by adding:

Section 905.12 Other Standpipe Systems Required Locations.

Notwithstanding the previously specified required locations, approved standpipe systems shall also be required in: Commercial buildings greater than two stories in height.

Amend Section 912.2, Location, to read:

With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located such that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. Fire department connections (FDC) shall be remote from the building if possible.

Amend Section 912.2.1 Visible Location, to read:

Fire department connections shall be located at the primary entrance to the site, fully visible and recognizable.

CHAPTER 12, IFC, Reserved

Amended Chapter 12 by adding:

Chapter 12 - Special Event Requirements

Section 1201 Definitions

Special Event: A non-routine organized activity involving the use of, or having impact upon, city property, city facilities, parks, sidewalks, street areas or the temporary use of city property in a manner that varies from its current land use.

Exhibit: A space or portable structure used for the display of products or services.

Outdoor assembly event: Private or public event conducted outdoors including but not limited to festivals, and/or celebrations having the projected attendance or 500 people or more persons throughout the event or confining 500 or more attendees by the permitted or temporary installation of barricades or fencing.

Crowd Manager: A person responsible for defining his/her establishment's emergency plan for evacuation. He or she is also responsible for ensuring that the employees properly understand their roles in crowd management is assisting and directing the crowd in an orderly manner for evacuation.

Mobile Food truck: A licensed motorized vehicle or mobile food unit which is temporarily or permanently staged on a property where food items are sold to the general public.

1201.1 Scope An assembly of persons with a common purpose to watch or participate in an activity that is different than the normal course of business for a location. The event may include entertainment, food/beverage, and use of temporary fencing, stands, structures or tents. Events may include but not limited to concerts, circuses, fairs, festivals, parades, trade shows, exhibits, mazes or similar celebrations. Special events may increase the impact or disruption normal traffic flow or involve road closures.

1202 General Requirements

1202.1 Permit A permit and any applicable fees shall be required for special events, outdoor events or exhibits as set forth by the City of Flagstaff Special Event Permit Review Process.

1202.2 Site Plans Detailed site plans shall be submitted with the special events permit for Outdoor Events.

1202.3 Permits and site plans shall be submitted per the City's special event process and shall include but not limited to:

1. Means of egress
2. Location and width or exits and aisles
3. Location of exit signs
4. Location of fencing or means used to confine attendees

5. Total square footage of enclosed space
6. Location, size and arrangement of all tents, booths and cooking equipment
7. Location and access of emergency vehicle access roads
8. Location of fire protection equipment
9. Type and location of heating and electrical equipment where applied.

1202.4 Access for Firefighting and Medical Services Approved vehicle access for firefighting and EMS services shall be maintained.

1202.5 Combustible Storage Combustible materials stored at special events shall be stored in approved locations and containers.

1202.6 Crowd managers Crowd managers shall be required when the code official determines that an indoor or outdoor gathering warrants crowd control.

1202.7 Fire Extinguishers Fire extinguishers shall be in accordance with section 906.

1202.8 Fire Watch Fire watch shall be in accordance with section 403.1.

1202.9 Housekeeping The special events and related areas shall be kept free from combustible debris at all times.

1203 Outdoor Assembly Events

1203.1 General Outdoor events shall be in accordance with this section and section 10.

1203.2 Exits Exits shall comply with chapter 10, be as remote from each other as practical and comply with table below.

Outdoor Events Table 1203

Occupant Load	**Minimum number of Exits**
1-500	2
501-1000	3
1001-1500	4
Each additional 500 Persons	36" of additional exit width for each exit

1203.3 Exit Width The aggregate clear width of exits shall be a minimum of 36" width wide for each 500 persons to be accommodated.

1203.4 Exit Signs Exits shall be identified with signs that read -EXIT –. The signs shall be weather resistant with letters on a contrasting background. Lettering shall be of sufficient height and brush stroke to be visible within 100 feet. Placement of the exit signs shall be approved by the fire code official.

1204 - Outdoor Concerts / Crowd Management

1204.1 Front Stage Aisle/Separation Minimum 10 foot aisle space for front of stage, adequate crowd managers during the concert or event to maintain minimum widths. Main aisle shall be a minimum of 10 feet in width or a minimum required means of egress width whichever is greater and shall be maintained during the event.

Aisle Width Table 1204

Square Footage of Exhibition	Minimum Aisle Width
Greater than 15,000 Square Feet	10 Feet
5,000 to 15,000 Square Feet	8 feet
Less than 5,000 Square Feet	6 feet

1205 - Mobile Food Vehicles

1205.1 General

Mobile food vehicles that are temporary or permanently stored on a property where food items are processed or prepared and sold to the public shall comply with this section.

Exception: Food Peddlers operating a retail food establishment from a vehicle designated to be readily mobile in which food is sold or given away but not composed, compounded, thawed, reheated, cut, cooked, processed, or prepared.

1205.2 Kitchen Hood

A type 1 hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors. Commercial kitchen exhaust hoods shall comply with the requirements of the International Mechanical Code.

1205.3 Maintenance

Hoods shall be inspected, tested and maintained in accordance with NFPA 96.

Inspection and testing – Kitchen hood extinguishing systems shall be inspected every 6 months by a registered fire protection system contractor. A dry chemical fire extinguisher with a rating of 2-A-10BC shall be provided. An approved class K extinguisher shall be provided within 30 feet of deep fat fryers using vegetable oils.

1205.4 Liquefied Petroleum Gas (LP Gas). LP gas use shall be in accordance with Chapter 61 and NFPA 58.

1205.5 Maximum number and quantity – A maximum of 2 LP gas containers with a total aggregate water capacity of 25 gallons is permitted per mobile food vehicle.

1205.6 LP Gas Cylinder Hoses - Hoses shall be designed for a working pressure of 350 PSI with a safety factor of 5 to 1 and shall be consistently marked with LP gas, propane 350 PSI working pressure and a manufacturers name or trademark.

Hose assemblies after the application of couplings shall have a design capability of 700 PSIG. Hose assemblies shall be leak tested at the time of installation at not less than the operating pressure of the system in which they are installed.

1205.7 Location Mobile food vehicles shall not be located within 20 feet of tents canopies and membrane structure.

CHAPTER 50, IFC, Hazardous Materials – General Provisions

Amend Section 5003.2.2.1, Design and construction, to read:

(2) Piping and tubing shall be identified indicate the material conveyed and the direction of flow. Pipe labels shall be provided at a

maximum spacing of 20 feet at each change of direction and on both sides of walls or floor/ceiling penetrations.

Amend Section 5003.2.2.1, Design and constri=uction, and add:

(7) Pressure tests of piping constructed of non-metallic material used to convey hazardous materials shall be limited to hydrostatic tests. Pneumatic pressure testing of non-metallic piping shall not be permitted.

Amend Section 5004.9, Emergency alarm, to read:

An approved manual emergency alarm system shall be provided in buildings, rooms or areas used for storage of hazardous materials. The emergency alarm system shall be designed using the manual fire alarm requirements of the National Fire Alarm Code, NFPA 72. Emergency alarm initiating devices shall be installed outside of each interior exit or exit access door of the storage buildings, rooms or areas. Activation of an emergency alarm-initiating device shall sound an audible signal distinctly different than that of the fire alarm signal. Emergency alarm notification devices shall be yellow or amber in color.

CHAPTER 53, IFC, Compressed Gases

Amend Section 5301.1 Scope, to read:

Storage, use and handling of compressed gases in compressed gas containers, cylinders, tanks and systems shall comply with this chapter, and National Fire Protection Association standard, NFPA 55, Compressed Gases and Cryogenic Fluids, 2010 edition. Where there is a conflict between the International Fire Code, 2012 edition and NFPA 55, 2010 edition, the more restrictive provision shall apply. Partially full compressed gas containers, cylinders or tanks containing residual gases shall be considered as full for the purpose of the controls required.

Amend Section 5302.1 Definitions to add:

Point of Use means detection shall be provided at each location where material or chemical is placed into action.

Amend Section 5303.16.10.1 Insulated Liquid Carbon Dioxide Systems to add:

(A) Gas detection shall be provided at each point of use whether the cylinder vessel, and/or container are located inside or outside the structure. Basements and/or subterranean spaces that could be physically entered, and which contain CO_2 process lines, shall have gas detection.

(B) When a CO_2 gas detection device reaches 15,000 ppm a local warning/supervisory alarm shall sound at a normally occupied location, and/or transmit a supervisory signal to a supervising station if system is monitored off-site.

(C) When a CO_2 gas detection device reaches 30,000 ppm a general evacuation signal shall sound for the occupancy and transmit a gas specific alarm to a supervisory station if system is monitored off-site.

(D) Where there are DOT approved non-insulated cylinders stored and/or used inside or outside the structure, per system, gas detection and alarm systems shall not be required.

CHAPTER 55, IFC, Cryogenic Fluids

Amend Section 5501.1 Scope to read:

Storage, use and handling of cryogenic fluids shall comply with this chapter and National Fire Protection standard NFPA 55, Compressed Gases and Cryogenic Fluids Code, 2010 edition. Where there is a conflict between the International Fire Code, 2012 edition and NFPA 55, 2010 edition, the more restrictive provision shall apply. Cryogenic fluids shall also comply with Chapter 50 for general requirements. Partially full containers containing residual cryogenic fluids shall be considered as full for the purposes of the controls required.

CHAPTER 56, IFC, Explosives and Fireworks

Amend Section 5601.2.4 Financial responsibility, to read:

Before a permit is issued, as required by Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of $1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Amend Section 5608 by deleting it in its entirety.

Amend Section 5609 by deleting it in its entirety.

APPENDIX D Fire Apparatus Access Roads

Amend Section D102 Required Access to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 80,000 pounds.

Amend Section D107 One- or Two-Family Residential Developments to read:

D107.1 One**-** or two**-**family dwelling residential developments. Developments of one-or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads, and shall meet the requirements of Section D 104.3.

Exceptions:

1. Developments having up to 50 dwelling units may have a single approved fire apparatus access road when all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with section 903.3.1.1, 903.3.1.2, or 903.3.1.3 of the International Fire Code.

2. The number of dwelling units on a single fire apparatus road shall not be increased unless fire apparatus roads will connect with future development, as determined by the fire code official.

ORDINANCE NO. 2019-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, ADOPTING "THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND THE 2019 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 5, FIRE REGULATIONS" BY REFERENCE AND FIXING THE EFFECTIVE DATE THEREOF; REPEALING ALL SECTIONS OF SAID CODE IN CONFLICT WITH THIS ORDINANCE; PRESERVING RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF

RECTIALS:

WHEREAS, that certain document known as *"The International Fire Code, 2018 Edition, and the 2019 Amendments to Flagstaff City Code, Title 5, Fire Regulations"* one copy of which is on file in the office of the City Clerk of the City of Flagstaff, Arizona, made a public record by Resolution No. 2019-17; and;

WHEREAS, the City Council has determined that adopting *"The International Fire Code, 2018 Edition, and the 2019 Amendments to Flagstaff City Code, Title 5, Fire Regulations"* is necessary for providing the standards to provide safety to firefighters and emergency responders during emergency operations; and

WHEREAS, the City Council has determined that adopting *"The International Fire Code, 2018 Edition, and the 2019 Amendments to Flagstaff City Code, Title 5, Fire Regulations"* is necessary for the issuance of permits and collection of fees pursuant thereto, and for implementing and enforcing each and all of the regulations, provisions, penalties, conditions and terms of an updated Flagstaff Fire Code; and

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED by the Flagstaff City Counsel as Follows:

SECTION 1: That the certain document known as *"The International Fire Code, 2018 Edition, and the 2019 Amendments to Flagstaff City Code, Title 5, Fire Regulations",* one hard copy and one electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which was made a public record by Resolution No. 2019-17 of the City of Flagstaff, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

Section 2. That the current Fire Code Regulations, as amended, will remain effective through December 31, 2019, to provide a grace period for projects that are being planned based on the current Fire Code regulations, as amended. Applicants for building permits who submit applications prior to January 1, 2020, may choose to have the current Fire Code Regulations, as amended, or the *"The International Fire Code, 2018 Edition, and the 2019 Amendments to Flagstaff City Code, Title 5, Fire Regulations",* apply to the construction that is the subject of the permit.

Section 3. That the Flagstaff City Code and 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, effective as of the 1st day of January 2020.

Section 4. That the repeal of prior ordinances and parts of ordinances referenced in Section 3 above does not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

Section 5. Any person, firm, or corporation violating any provision of *"The International Fire Code, 2018 Edition, and the 2019 Amendments to Flagstaff City Code, Title 5, Fire Regulations",* shall be deemed guilty of a class one misdemeanor, and upon conviction thereof, shall be punishable by a fine and/or imprisonment set forth by the Flagstaff City Code, Title 5, Section 5-02-001-0004 Violations and Penalties. Each separate day or any portion thereof, during which any violation of *"The International Fire Code, 2018 Edition, and the 2019 Amendments to Flagstaff City Code, Title 5, Fire Regulations"* occurs or continues, shall be deemed to constitute a separate offense.

Section 6. That if any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 7. 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 18th day of June, 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

14. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Martin Ince, Multi-Modal Planner
Co-Submitter:	Nicole Antonopoulos
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Consideration and Adoption of Resolution No. 2019-28 and Ordinance No. 2019-19: A resolution and ordinance amending the Flagstaff City Code, Title 8, *Streets and Public Ways* and Title 9, *Traffic*, Chapter 9-05, *Bicycles.*

STAFF RECOMMENDED ACTION:

At the June 4, 2019 Council Meeting:

1) Read Resolution No. 2019-28 by title only
2) Read Ordinance No. 2019-19 by title only for the first time
3) City Clerk reads Ordinance No. 2019-19 by title only (if approved above)

At the June 18, 2019 Council Meeting:

1) Adopt Resolution No. 2019-28
2) Read Ordinance No. 2019-19 by title only for the final time
3) City Clerk reads Ordinance No. 2019-19 by title only (if approved above)
4) Adopt Ordinance No. 2019-19

Executive Summary:

The proposed ordinance will amend Title 8, *Streets and Public Ways* to:

- Prohibit persons and entities from placing property in the public right-of-way without a City permit.
- The property may be impounded with a $100.00 fine

The proposed ordinance would also amend Title 9, *Traffic*, Chapter 9-05, *Bicycles* to:

- Add a requirement for individuals to provide truthful name and date-of-birth when detained upon reasonable suspicion that a violation of the Chapter has been committed, and make it unlawful to operate an electric bicycle or electric scooter under the influence of drugs or alcohol. Staff would like to clarify information that was presented to council on May 28, 2019, with regard to the Pedestrian Advisory Committee and the Bicycle Advisory Committee and their recommendations regarding these provisions. The results of the straw polls on these provisions were as follows:
  - Pedestrian Advisory Committee (May 9)
    - Truthful Name and Date of Birth: YES Vote = 4-0,
    - Operating under the influence: NO Vote = 0-4,
    - If Council to consider adopting then Operating under the Influence with Reduced penalties: YES Vote = 4-0

- Bicycle Advisory Committee (May 2)
  - Truthful Name and Date of Birth: YES Vote = 4-3
  - Operating under the influence: NO Vote = 3-4
  - If Council to consider adopting then Operating Under the Influence with Reduced penalties: YES Vote = 7-0
- Council may also want to address the proposed penalties section as this issue was not fully discussed at the meeting on May 28, 2019.
- Require a permit agreement to allow vendors to locate bicycles or scooters in the right-of-way for the purposes of renting the devices.
- Indicate where electric bicycles and electric scooters are allowed or prohibited on sidewalks, downtown sidewalks, FUTS trails, and bike lanes.

*****Updated Amendments based on 5/21 Council direction attached along with a PowerPoint*****

Financial Impact:

The financial impact should be limited to staff time and resources necessary to roll-out and provide education for the new provisions.

Policy Impact:

None

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

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

The City Council discussed and provided direction on the content of the ordinance at work sessions on April 30, 2019, and May 28, 2019.

Attachments: Res. 2019-28
Amendments
Ord. 2019-19
Presentation

RESOLUTION NO. 2019-28

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING CERTAIN DOCUMENTS KNOWN AS "THE 2019 AMENDMENTS TO TITLE 8, *STREETS AND PUBLIC WAYS* AND TITLE 9, *TRAFFIC*, CHAPTER 9-05, *BICYCLES* OF THE FLAGSTAFF CITY CODE" AS PUBLIC RECORDS

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802, a municipality may enact or amend provisions of the City Code by reference to a public record, providing that the adopting ordinance is published in full;

ENACTMENTS:

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

Those certain documents known as "The 2019 Amendments to the Flagstaff City Code Regarding Use of the Right-of-Way and Bicycles" attached hereto as Exhibit A are hereby declared to be public records, and three (3) copies shall remain on file with the City Clerk or one paper copy and one electronic copy maintained in compliance with A.R.S. § 44-7041 or public record shall remain on file with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of June, 2019.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachments:

Exhibit A: The 2019 Amendments to the Flagstaff City Code Regarding Use of the Right-of-Way and Bicycles

THE 2019 AMENDMENTS THE FLAGSTAFF CITY CODE
REGARDING USE OF THE RIGHT-OF-WAY AND BICYCLES

The Flagstaff City Code, Title 8, *Public Highways and Property*, is hereby amended as shown below (additions identified by ALLCAPS and deleted text identified by a strike-through).

8-13-001-0014 PROHIBITION ON USE OF RIGHT-OF-WAY

A. IT SHALL BE UNLAWFUL FOR ANY PERSON OR ENTITY TO OBSTRUCT OR ENCUMBER, IN PART OR ENTIRELY, ANY PORTION OF ANY PUBLIC STREET, ALLEY, SIDEWALK, MULTIUSE PATH, OR ANY OTHER PUBLIC RIGHT-OF-WAY WITHIN THE CORPORATE LIMITS OF THE CITY WITH ANY ITEM, WHETHER TEMPORARY OR PERMANENT, EXCEPT AS ALLOWED WITH AN APPLICABLE PERMIT UNDER THIS CODE OR PURSUANT TO AN EXPRESS AUTHORIZATION IN ANOTHER SECTION OF THIS CODE THAT AUTHORIZES CERTAIN, SPECIFIC TEMPORARY USE OR OBSTRUCTION.

B. IF PROPERTY IS FOUND IN VIOLATION OF THIS SECTION IT MAY BE SEIZED AND IMPOUNDED AFTER REASONABLE EFFORTS ARE MADE TO LOCATE THE OWNER. AN IMPOUNDMENT FEE OF ONE-HUNDRED DOLLARS ($100.00) SHALL BE ASSESSED AND PAID FOR THE REDEMPTION AND RELEASE OF THE PROPERTY. IF PROPERTY IS NOT CLAIMED WITHIN NINETY (90) DAYS OF IMPOUNDMENT IT WILL BE CONSIDERED ABANDONED AND SUBJECT TO DESTRUCTION OR SALE.

The Flagstaff City Code, Title 9, *Traffic*, Chapter 9-05, *Bicycles,* is hereby amended as shown below (additions identified by ALLCAPS and deleted text identified by a strike-through).

9-05-001-0001 APPLICATION OF PROVISIONS

A. The parent of a child and the guardian of a ward shall not authorize or knowingly permit the child or ward to violate any of the provisions of this Chapter.

B. The regulations of this Chapter in their application to bicycles, ELECTRIC OR MOTORIZED BICYCLES, ELECTRIC STANDUP SCOOTERS, SKATEBOARDS OR LIGHTWEIGHT WHEELED VEHICLES shall apply when ~~a bicycle~~ SUCH DEVICE is operated upon any roadway, MULTIUSE path, or sidewalk subject to those exceptions stated in this Chapter.

C. The regulations of this Chapter shall not apply to exempt vehicles when they are used for the purposes for which they are intended.

9-05-001-0002 DEFINITIONS

For purposes of this Chapter:

A. "Bicycle" means a device, including a racing wheelchair, that is propelled by human power and on which a person may ride and that has either:

1. Two tandem wheels, either of which is more than sixteen inches in diameter.

2. Three wheels in contact with the ground, any of which is more than sixteen inches in diameter.

B.~~C.~~ "Bicycle lane" means that portion of the roadway striped and designated for the ~~exclusive~~ use of bicycles.

C. “DEVICE” MEANS A BICYCLE, ELECTRIC OR MOTORIZED BICYCLE, ELECTRIC STANDUP SCOOTER, SKATEBOARD OR LIGHTWEIGHT WHEELED VEHICLE THAT MAY OR MAY NOT BE RIDDEN UPON A ROADWAY, MULTIUSE PATH, BICYCLE LANE OR SIDEWALK PURSUANT TO THIS CODE AND THE ARIZONA REVISED STATUTES.

D. “ELECTRIC BICYCLE” MEANS A BICYCLE OR TRICYCLE THAT IS EQUIPPED WITH FULLY OPERABLE PEDALS AND AN ELECTRIC MOTOR OF LESS THAN SEVEN HUNDRED FIFTY WATTS AND THAT MEETS THE REQUIREMENTS OF ONE OF THE FOLLOWING CLASSES:

1. “CLASS 1 ELECTRIC BICYCLE” MEANS A BICYCLE OR TRICYCLE THAT IS EQUIPPED WITH AN ELECTRIC MOTOR THAT PROVIDES ASSISTANCE ONLY WHEN THE RIDER IS PEDALING AND THAT CEASES TO PROVIDE ASSISTANCE WHEN THE BICYCLE OR TRICYCLE REACHES THE SPEED OF TWENTY MILES PER HOUR.

2. “CLASS 2 ELECTRIC BICYCLE” MEANS A BICYCLE OR TRICYCLE THAT IS EQUIPPED WITH AN ELECTRIC MOTOR THAT MAY BE USED EXCLUSIVELY TO PROPEL THE BICYCLE OR TRICYCLE AND THAT IS NOT CAPABLE OF PROVIDING ASSISTANCE WHEN THE BICYCLE OR TRICYCLE REACHES THE SPEED OF TWENTY MILES PER HOUR.

3. “CLASS 3 ELECTRIC BICYCLE” MEANS A BICYCLE OR TRICYCLE THAT IS EQUIPPED WITH AN ELECTRIC MOTOR THAT PROVIDES ASSISTANCE ONLY WHEN THE RIDER IS PEDALING AND THAT CEASES TO PROVIDE ASSISTANCE WHEN THE BICYCLE OR TRICYCLE REACHES THE SPEED OF TWENTY-EIGHT MILES PER HOUR.

E. “ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE” MEANS A SELF-BALANCING DEVICE WITH ONE WHEEL OR TWO NONTANDEM WHEELS AND AN ELECTRIC PROPULSION SYSTEM THAT LIMITS THE MAXIMUM SPEED OF THE DEVICE TO FIFTEEN MILES PER HOUR OR LESS AND THAT IS DESIGNED TO TRANSPORT ONLY ONE PERSON.

F. “ELECTRIC MINIATURE SCOOTER” MEANS A DEVICE THAT WEIGHS LESS THAN THIRTY POUNDS, HAS TWO OR THREE WHEELS, HAS HANDLEBARS, HAS A

FLOORBOARD ON WHICH A PERSON MAY STAND WHEN RIDING, IS POWERED BY AN ELECTRIC MOTOR OR HUMAN POWER, OR BOTH, AND HAS A MAXIMUM SPEED THAT DOES NOT EXCEED TEN MILES PER HOUR, WITH OR WITHOUT HUMAN PROPULSION, ON A HARD LEVEL SERVICE.

G. "ELECTRIC STANDUP SCOOTER" MEANS A DEVICE THAT WEIGHS LESS THAN SEVENTY-FIVE POUNDS, HAS TWO OR THREE WHEELS, HAS HANDLEBARS, HAS A FLOORBOARD ON WHICH A PERSON MAY STAND WHILE RIDING, IS POWERED BY AN ELECTRIC MOTOR OR HUMAN POWER, OR BOTH, HAS A MAXIMUM SPEED THAT DOES NOT EXCEED TWENTY MILES PER HOUR, WITH OR WITHOUT HUMAN PROPULSION, ON A HARD LEVEL SERVICE. THIS DOES NOT INCLUDE AN ELECTRIC MINIATURE SCOOTER.

H.~~D.~~ "Exempt vehicles," when used for the purposes for which they are intended, means wagons, wheelchairs, and strollers or other devices designed and used for the purpose of transporting children, infants, physically challenged, or incapacitated persons, or carts or other devices intended and used for transporting merchandise or materials.

I. "MOTORIZED BICYCLE" MEANS A MOTORIZED GAS-POWERED BICYCLE OR TRICYCLE THAT IS EQUIPPED WITH A HELPER MOTOR THAT HAS A MAXIMUM PISTON DISPLACEMENT OF FORTY-EIGHT CUBIC CENTIMETERS OR LESS, THAT MAY ALSO BE SELF-PROPELLED AND THAT IS OPERATED AT SPEEDS OF LESS THAN TWENTY MILES PER HOUR.

~~H. "Path" means a shared-use pathway designed and intended for the use of bicycles, pedestrians, and other non-motorized users that is physically separated from the roadway.~~

J. "MULTIUSE PATH" MEANS A HARD SURFACED OR AGGREGATE PATH THAT IS PHYSICALLY SEPARATED FROM THE ROADWAY AND DESIGNED AND INTENDED FOR THE SHARED USE OF BICYCLES, PEDESTRIANS AND OTHER DEVICES. MULTIUSE PATHS INCLUDE, BUT ARE NOT LIMITED TO, PATHS THAT ARE SIGNED, DESIGNATED, AND ILLUSTRATED ON OFFICIAL MAPS AS PART OF THE FLAGSTAFF URBAN TRAILS SYSTEM (FUTS).

~~C. "Play vehicle" means a coaster, rollerskates, scooter, roller ski, child's tricycle, unicycle, sled, toboggan, or any other non-motorized device with wheels, rollers or rails upon which a person may ride.~~

K. "LIGHTWEIGHT WHEELED VEHICLE" MEANS ROLLER SKATES, INLINE SKATES, SCOOTERS, ROLLER SKIS, UNICYCLES, OR ANY OTHER HUMAN-POWERED NON-MOTORIZED CONVEYANCE DEVICE WITH WHEELS OR ROLLERS.

L.~~E~~ "Ride or riding" means operating ~~a bicycle~~ A DEVICE either wholly or partially sitting, standing or lying upon SUCH ~~a bicycle, skateboard or play vehicle~~ by a person whether such DEVICE ~~bicycle, skateboard or play vehicle~~ is in motion or stationary.

M.~~F.~~ "Roadway" means all of the improved portion of a street which is intended for vehicular travel or parking.

N.~~I.~~ "Sidewalk" means that portion of a street that is between the curb lines or the lateral lines of a roadway and the adjacent property lines that is intended for the use of pedestrians.

O.~~B.~~ "Skateboard" means a platform mounted on wheels that is propelled by human power.

P. "VENDOR" MEANS AN PERSON OR ENTITY THAT RENTS MORE THAN 50 BICYCLES OR SCOOTERS.

Q. "PERMIT AGREEMENT" MEANS PERMISSION TO LOCATE OR PLACE BICYCLES OR SCOOTERS IN ANY CITY RIGHT-OF-WAY, INCLUDING PUBLIC STREETS, ALLEYS, SIDEWALKS, MULTIUSE PATHS OR OTHER PUBLIC RIGHT-OF-WAY, FOR THE PURPOSES OF MAKING THEM AVAILABLE FOR RENT.

9-05-001-0003 TRAFFIC LAWS APPLY

A. Every person ~~riding~~ OPERATING a bicycle, ELECTRIC OR MOTORIZED BICYCLE, OR ELECTRIC STANDUP SCOOTER upon a roadway is granted all the rights and shall be subject to all of the duties applicable to the driver of a vehicle PURSUANT TO ~~by~~ this CODE ~~Chapter~~ AND THE ARIZONA REVISED STATUTES.~~, except as to special regulations in this Chapter and except as to those provisions of this Chapter which by their nature can have no application~~.

9-05-001-0004 FACILITIES UPON WHICH PERSONS ARE AUTHORIZED TO OPERATE DEVICES

THE FOLLOWING TABLE INDICATES WHERE DEVICES ARE ALLOWED OR PROHIBITED ON FACILITIES:

DEVICE	Sidewalks*	Bike Lane	Roadway	FUTS Paved/Hard Surface	FUTS Unpaved/ Gravel
Bicycle	Yes	Yes	Yes	Yes	Yes
E-Bike, Class 1	No	Yes	Yes	Yes	No
E-Bike, Class 2	No	Yes	Yes	Yes	No
E-Bike, Class 3	No	Yes	Yes	No	No
Electric personal assistive mobility device	Yes	Yes	Yes	Yes	Yes
E-Standup Scooter	No	Yes	Yes	Yes	No
Motorized Bicycle	No	Yes	Yes	No	No
Lightweight Wheeled Vehicle	Yes	Yes	Yes	Yes	Yes

***Under Section 9-05-001-0008 below all devices may be prohibited on certain sidewalks by the posting of signs prohibiting their use in a particular area. Compliance with the posted signs is also required.**

B. PENALTY. A VIOLATION OF THIS SECTION SHALL BE A CIVIL TRAFFIC OFFENSE PUNISHABLE BY A FINE OF NOT LESS THAN TWENTY-FIVE ($25.00) NOR MORE THAN SEVENTY-FIVE DOLLARS ($75.00) FOR EACH OFFENSE.

9-05-001-~~0004~~ 0005 RIDING ON BICYCLES AND OTHER DEVICES

A. A PERSON OPERATING A DEVICE SHALL NOT:

1.~~A.~~ ~~A person riding a bicycle shall not: r~~Ride other than upon or astride a permanent and regular seat attached thereto.

2.~~B.~~ ~~No bicycle shall be used to c~~Carry more persons at one time than the number for which it is designed and equipped.

3.~~C.~~ ~~No person riding upon any bicycle shall a~~Attach the same or themselves to any vehicle upon a roadway.

4.~~D.~~ ~~No person operating a bicycle shall c~~Carry any package or article which prevents the driver from keeping at least one hand upon the handlebars.

5.~~E.~~ ~~No person shall o~~Operate a ~~bicycle~~ DEVICE at a speed greater than is reasonable and prudent under the circumstances, conditions and actual and potential hazards then existing, or in excess of the posted speed limit.

6. PENALTY. A VIOLATION OF THIS SECTION SHALL BE A CIVIL TRAFFIC OFFENSE PUNISHABLE BY A FINE OF NOT LESS THAN TWENTY-FIVE ($25.00) NOR MORE THAN SEVENTY-FIVE DOLLARS ($75.00) FOR EACH OFFENSE.

B. A PERSON SHALL NOT OPERATE A DEVICE WITH RECKLESS DISREGARD FOR PERSONS AND PROPERTY.

1. PENALITY. A VIOLATION OF THIS SECTION IS A CLASS TWO MISDEMEANOR.

9-05-001-~~0005~~ 0006 EQUIPMENT

A. Every bicycle, ELECTRIC OR MOTORIZED BICYCLE, OR ELECTRIC STANDUP SCOOTER when in use at nighttime shall be equipped with a lamp on the front, EITHER AFFIXED TO THE DEVICE OR WORN ON THE PERSON, which shall emit a white light visible from a distance of at least five hundred feet (500') to the front and with a red reflector on the rear of a type approved by the Arizona Department of Transportation, which shall be visible from all distances from fifty feet (50') to three hundred feet (300') to the rear, when directly in front of lawful upper beams of headlamps on motor vehicles. A lamp on the rear emitting a red light visible from a distance of five hundred feet (500') to the rear may be used in PLACE OF ~~addition to~~ the red reflector.

B. Every bicycle, ELECTRIC OR MOTORIZED BICYCLE, OR ELECTRIC STANDUP SCOOTER shall be equipped with a brake which will enable the operator to make the braked wheels skid on dry, level, clean pavement.

C. PENALTY. A VIOLATION OF THIS SECTION SHALL BE A CIVIL TRAFFIC OFFENSE PUNISHABLE BY A FINE OF NOT LESS THAN TWENTY-FIVE ($25.00) NOR MORE THAN SEVENTY-FIVE DOLLARS ($75.00) FOR EACH OFFENSE.

9-05-001-~~0006~~ 0007 ~~RIDING~~ OPERATION ON ROADWAYS AND BICYCLE LANES

A. A person ~~riding a bicycle~~ OPERATING A DEVICE on the roadway OR BICYCLE LANE at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride as close as practicable to the right-hand curb or edge of the roadway, except under any of the following situations:

1. If overtaking and passing another ~~bicycle or vehicle~~ DEVICE proceeding in the same direction.

2. If preparing for a left turn at an intersection or into a private road or driveway.

3. If reasonably necessary to avoid conditions, including fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, snow and ice, or surface hazards.

4. If the lane in which the person is operating the bicycle is too narrow for a ~~bicycle~~ DEVICE and a vehicle to travel SAFELY side by side within the lane.

5. When proceeding straight, through an area where a right-turn is permitted, in order to avoid conflicts with right-turning vehicles.

B. When parking is allowed along the roadway, then the "right side of the roadway" shall be deemed to be to the left of any parked vehicles or parking lane, including the area occupied by open car doors, or to the right of any parked vehicles or parking lane on the left side of one-way streets.

C. Persons ~~riding bicycles~~ OPERATING A DEVICE upon a roadway OR BICYCLE LANE shall not ride more than two (2) abreast except ~~on paths~~ or parts of ~~roadways~~ WHERE set aside for the use of bicycles.

E. PENALTY. A VIOLATION OF THIS SECTION SHALL BE A CIVIL TRAFFIC OFFENSE PUNISHABLE BY A FINE OF NOT LESS THAN TWENTY-FIVE DOLLARS ($25.00) NOR MORE THAN SEVENTY-FIVE DOLLARS ($75.00) FOR EACH OFFENSE.

9-05-001-~~0007~~ 0008 ~~RIDING~~ OPERATION ON SIDEWALKS AND MULTIUSE PATHS

A. Where signs are erected giving notice thereof, no person shall ride a bicycle, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE, OR LIGHT WEIGHT WHEELED VEHICLE upon a sidewalk OR MULTIUSE PATH. ~~This prohibition shall also apply to any bicycle, skateboard or play vehicle which is equipped or assisted by a motor.~~ Signs prohibiting such activity shall be installed at locations as directed by the Office of the Traffic Engineer.

C.~~B~~ IF A DEVICE IS AUTHORIZED TO BE RIDDEN UPON A ~~public~~ SIDEWALK OR MULTIUSE PATH, THE PERSON OPERATING THE DEVICE shall be subject to the following provisions:

1. ~~A person riding a bicycle, skateboard, or play vehicle upon a sidewalk shall y~~Yield the right-of-way to all pedestrians and exempt vehicles.

2. ~~Such person shall g~~Give an audible signal before overtaking and passing any pedestrian or exempt vehicle traveling in the same direction on the sidewalk.

~~3. No person shall operate a bicycle on a sidewalk at a speed greater than is reasonable and prudent under the circumstances, conditions and actual and potential hazards then existing.~~

D.~~C.~~ Penalty. ~~Violation of any provisions of 9-05-001-0007 by any person~~ A VIOLATION OF THIS SECTION shall be a civil traffic offense punishable by a fine of not less than twenty-five ($25.00) nor more than seventy-five dollars ($75.00) for each offense.

~~**9-05-001-0008 RIDING ON PATHS**~~

~~A. A person riding a bicycle, skateboard, or play vehicle upon a sidewalk shall yield the right-of-way to all pedestrians and exempt vehicles.~~

~~B. Such person shall give an audible signal before overtaking and passing any pedestrian or exempt vehicle traveling in the same direction on the path.~~

9-05-001-0009 BICYCLE REGISTRATION

The Chief of Police, or his or her designee, is hereby authorized and directed to issue, upon written application, bicycle registration tags. The Chief of Police shall designate and provide tags for the use of the registrant, direct the manner of placing such tags on the bicycles by the registrants, and keep a record of the name of the registrant, the number of the tag, the date of issuance of the tag, and pertinent information about the bicycle. A fee may be charged for registration and the tag.

9-05-001-0010 BICYCLE HELMETS/PROTECTIVE EQUIPMENT

A. It shall be unlawful for any person under eighteen (18) years of age to operate or ride upon a bicycle, ELECTRIC OR MOTORIZED BICYCLE, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE, ELECTRIC MINIATURE SCOOTER, ELECTRIC STANDUP SCOOTER, SKATEBOARD OR LIGHTWEIGHT WHEELED VEHICLE on any ~~highway, street, road,~~ ROADWAY, sidewalk, ~~bike-way or trail~~, OR MULTIUSE PATH unless that person wears a protective helmet that is properly fitted and fastened.

B. No parent or guardian of any unemancipated minor under eighteen (18) years of age shall knowingly allow the minor to violate this section.

C. Violation of this section shall constitute a civil traffic offense and shall be punishable by a fine of not less than twenty-five dollars ($25.00) nor more than seventy-five dollars ($75.00) for each offense.

D. The first time a person is charged with a violation of this section the Court may dismiss the charge upon presentation of evidence that the person has purchased or obtained a protective helmet.

E. For purposes of this section "protective bicycle helmet" means a helmet containing a manufacturer's certification that it meets the standards of either the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), or the United States Consumer Product Safety Commission (CPSC).

F. Except as authorized by A.R.S. § 28-1599, a violation of this ordinance cannot be used as evidence of negligence or comparative negligence in a subsequent civil or criminal proceeding.

9-05-001-0011 RIDING, OPERATING OR ACTUAL PHYSICAL CONTROL WHILE UNDER THE INFLUENCE; PRESUMPTIONS; ADMISSIBLE EVIDENCE; SENTENCING

A. IT IS UNLAWFUL FOR A PERSON TO RIDE, OPERATE OR BE IN ACTUAL PHYSICAL CONTROL OF A BICYLCE, ELECTRIC OR MOTORIZED BICYCLE, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE, ELECTRIC MINIATURE SCOOTER OR ELECTRIC STANDUP SCOOTER UNDER ANY OF THE FOLLOWING CIRCUMSTANCES:

1. WHILE UNDER THE INFLUENCE OF INTOXICATING LIQUOR, ANY DRUG, A VAPOR-RELEASING SUBSTANCE CONTAINING A TOXIC SUBSTANCE OR ANY COMBINATION OF LIQUOR, DRUGS OR VAPOR RELEASING SUBSTANCES IF THE PERSON IS IMPAIRED TO THE SLIGHTEST DEGREE.

2. IF THE PERSON HAS AN ALCOHOL CONCENTRATION OF 0.08 OR MORE WITHIN TWO HOURS OF RIDING, OPERATING OR BEING IN ACTUAL PHYSICAL CONTROL OF THE ELECTRIC OR MOTORIZED BICYCLE, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE, ELECTRIC MINIATURE SCOOTER OR ELECTRIC STANDUP SCOOTER AND THE ALCOHOL CONCENTRATION RESULTS FROM ALCOHOL CONSUMED EITHER BEFORE OR WHILE DRIVING OR BEING IN ACTUAL PHYSICAL CONTROL OF THE ELECTRIC OR MOTORIZED BICYCLE, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE, ELECTRIC MINIATURE SCOOTER OR ELECTRIC STANDUP SCOOTER.

3. WHILE THERE IS ANY DRUG DEFINED IN ARIZONA REVISED STATUTES SECTION 13-3401 OR ITS METABOLITE IN THE PERSON'S BODY.

B. IT IS NOT A DEFENSE TO A CHARGE OF A VIOLATION OF SUBSECTION (A), PARAGRAPH 1 OF THIS SECTION THAT THE PERSON IS OR HAS BEEN ENTITLED TO USE THE DRUG UNDER THE LAWS OF THIS STATE.

C. A PERSON WHO IS CONVICTED OF A VIOLATION OF THIS SECTION IS GUILTY OF A CLASS 1 MISDEMEANOR.

D. A PERSON USING A DRUG AS PRESCRIBED BY A MEDICAL PRACTITIONER WHO IS LICENSED PURSUANT TO ARIZONA REVISED STATUTES TITLE 32 AND WHO IS AUTHORIZED TO PRESCRIBE THE DRUG IS NOT GUILTY OF VIOLATING SUBSECTION A, PARAGRAPH 3 OF THIS SECTION.

E. IN A TRIAL, ACTION OR PROCEEDING FOR A VIOLATION OF THIS SECTION, THE DEFENDANT'S ALCOHOL CONCENTRATION WITHIN TWO HOURS OF THE TIME OF RIDING, OPERATING OR BEING IN ACTUAL PHYSICAL CONTROL AS SHOWN BY ANALYSIS OF THE DEFENDANT'S BLOOD, BREATH OR OTHER BODILY SUBSTANCE GIVES RISE TO THE FOLLOWING PRESUMPTIONS:

1. IF THERE WAS AT THAT TIME 0.05 OR LESS ALCOHOL CONCENTRATION IN THE DEFENDANT'S BLOOD, BREATH OR OTHER BODILY SUBSTANCE, IT MAY BE PRESUMED THAT THE DEFENDANT WAS NOT UNDER THE INFLUENCE OF INTOXICATING LIQUOR.

2. IF THERE WAS AT THAT TIME IN EXCESS OF 0.05 BUT LESS THAN 0.08 ALCOHOL CONCENTRATION IN THE DEFENDANT'S BLOOD, BREATH OR OTHER BODILY SUBSTANCE, THAT FACT SHALL NOT GIVE RISE TO A PRESUMPTION THAT THE DEFENDANT WAS OR WAS NOT UNDER THE INFLUENCE OF INTOXICATING LIQUOR, BUT THAT FACT MAY BE CONSIDERED WITH OTHER COMPETENT EVIDENCE IN DETERMINING THE GUILT OR INNOCENCE OF THE DEFENDANT.

3. IF THERE WAS AT THAT TIME 0.08 OR MORE ALCOHOL CONCENTRATION IN THE DEFENDANT'S BLOOD, BREATH OR OTHER BODILY SUBSTANCE, IT MAY BE PRESUMED THAT THE DEFENDANT WAS UNDER THE INFLUENCE OF INTOXICATING LIQUOR.

F. SUBSECTION (E) OF THIS SECTION DOES NOT LIMIT THE INTRODUCTION OF ANY OTHER COMPETENT EVIDENCE BEARING ON THE QUESTION OF WHETHER OR NOT THE DEFENDANT WAS UNDER THE INFLUENCE OF INTOXICATING LIQUOR.

G. A PERSON WHO IS CONVICTED OF A VIOLATION OF THIS SECTION:

1. SHALL BE SENTENCED TO SERVE NOT LESS THAN FIVE (5) CONSECUTIVE DAYS IN JAIL AND IS NOT ELIGIBLE FOR PROBATION OR SUSPENSION OF EXECUTION OF SENTENCE UNLESS THE ENTIRE SENTENCE IS SERVED.

2. SHALL PAY A FINE OF NOT LESS THAN TWO-HUNDRED FIFTY ($250.00) DOLLARS.

3. MAY BE ORDERED BY A COURT TO PERFORM COMMUNITY RESTITUTION.

H. NOTWITHSTANDING SUBSECTION (G), PARAGRAPH 1 OF THIS SECTION, AT THE TIME OF SENTENCING THE JUDGE MAY SUSPEND ALL BUT TWENTY-FOUR HOURS (24) OF THE SENTENCE IF THE PERSON COMPLETES A COURT ORDERED ALCOHOL OR OTHER DRUG SCREENING, EDUCATION OR TREATMENT PROGRAM. IF THE PERSON FAILS TO COMPLETE THE COURT ORDERED ALCOHOL OR OTHER DRUG SCREENING, EDUCATION OR TREATMENT PROGRAM AND HAS NOT BEEN PLACED ON PROBATION, THE COURT SHALL ISSUE AN ORDER TO SHOW CAUSE TO THE DEFENDANT AS TO WHY THE REMAINING JAIL SENTENCE SHOULD NOT BE SERVED.

9-05-001-0012 REFUSING TO PROVIDE TRUTHFUL NAME, DATE OF BIRTH AND CURRENT ADDRESS WHEN LAWFULLY DETAINED

A. IT IS UNLAWFUL FOR A PERSON, AFTER BEING ADVISED THAT THE PERSON'S REFUSAL TO ANSWER IS UNLAWFUL, TO FAIL OR REFUSE TO STATE THE PERSON'S TRUE FULL NAME, DATE OF BIRTH AND CURRENT ADDRESS ON REQUEST OF A PEACE OFFICER WHO HAS LAWFULLY DETAINED THE PERSON BASED ON REASONABLE SUSPICION THAT THE PERSON HAS COMMITTED A VIOLATION OF THIS CHAPTER. A PERSON DETAINED UNDER THIS SECTION SHALL STATE THE PERSON'S TRUE FULL

NAME AND DATE OF BIRTH, BUT SHALL NOT BE COMPELLED TO ANSWER ANY OTHER INQUIRY OF A PEACE OFFICER.

B. A PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A CLASS 2 MISDEMEANOR.

9-05-001-0013 PERMIT AGREEMENT

A. PERMIT AGREEMENT REQUIRED. NO VENDOR SHALL LOCATE OR PLACE BICYCLES OR SCOOTERS IN ANY CITY RIGHT-OF-WAY, INCLUDING PUBLIC STREETS, ALLEYS, SIDEWALKS, MULTIUSE PATHS OR OTHER PUBLIC RIGHT-OF-WAY, FOR THE PURPOSES OF MAKING THEM AVAILABLE FOR RENT, WITHOUT FIRST OBTAINING A PERMIT AGREEMENT APPROVED BY THE CITY.

C. FAILURE TO ENTER INTO A PERMIT AGREEMENT REQUIRED UNDER THIS SECTION FOR OFFERING BICYCLES OR SCOOTERS FOR BIKE SHARING OR SCOOTER SHARING SHALL RESULT IN THE IMPOUNDMENT OF EVERY BICYCLE OR SCOOTER PLACED UPON THE RIGHT-OF-WAY OR ANY OTHER PUBLIC PROPERTY. THE CITY WILL MAKE REASONABLE EFFORTS TO NOTIFY THE VENDOR PRIOR TO IMPOUNDMENT

D. AN IMPOUNDMENT FEE SHALL BE ASSESSED FOR EVERY BICYCLE OR SCOOTER COLLECTED IN VIOLATION OF THIS SECTION AND ANY PERSON OR ENTITY SHALL PAY A PENALTY OF FIVE-HUNDRED DOLLARS ($500.00) PER DEVICE FOR THE REDEMPTION AND RELEASE OF EACH IMPOUNDED BICYCLE OR SCOOTER.

ORDINANCE NO. 2019-19

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING TITLE 8, *STREETS AND PUBLIC WAYS* AND TITLE 9, *TRAFFIC*, CHAPTER 9-05*, BICYCLES,* OF THE FLAGSTAFF CITY CODE

RECITALS:

WHEREAS, the City recognizes the value of bicycle share, and the desire of City residents and visitors to use bicycle share devices; and

WHEREAS, the City had a successful pilot program to allow the use of dockless bicycle share devices; and

WHEREAS, the City desires to continue to allow dockless bicycle share devices within the City, and add docked bicycles and electric bicycles; and

WHEREAS, the City has a right and duty to act in the best interest of the City to protect and enhance the public health, safety, and welfare of its residents and visitors.

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, *Streets and Public Ways* and Title 9, *Traffic*, Section 9-05, *Bicycles* is hereby amended by adoption of those amendments set forth in the document known as "The 2019 Amendments to the Flagstaff City Code Regarding Use of the Right-of-Way and Bicycles" which are adopted as public records by Resolution 2019-28 and maintained on file with the City Clerk.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

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

SECTION 4. Clerical Corrections.

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

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 18th day of June, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City Code Revisions
Electric Bicycles
Electric Scooters

June 4, 2019

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Revisions made following May 28 work session

- Separate FUTS into paved and unpaved
- Requirement to provide “current address” along with truthful name and date-of-birth
- Includes regular bicycles in provisions that make it unlawful to operate under the influence

Paved and unpaved FUTS

- Separate FUTS into “paved/hard-surfaced” and “unpaved/gravel”
- Class 1 and 2 electric bicycles are allowed on paved FUTS
- Class 3 are prohibited on paved FUTS
- All classes prohibited on unpaved FUTS

Table of devices and facilities

DEVICE	Sidewalks	Bike Lane	Roadway	FUTS Paved/Hard Surface	FUTS Unpaved/ Gravel
Bicycle	Yes	Yes	Yes	Yes	Yes
E-Bike, Class 1	No	Yes	Yes	Yes	No
E-Bike, Class 2	No	Yes	Yes	Yes	No
E-Bike, Class 3	No	Yes	Yes	No	No
Electric personal assistive mobility device	Yes	Yes	Yes	Yes	Yes
E-Standup Scooter	No	Yes	Yes	Yes	No
Motorized Bicycle	No	Yes	Yes	No	No
Lightweight Wheeled Vehicle	Yes	Yes	Yes	Yes	Yes

Name, DOB, address

- “Current address” added to truthful name and date-of-birth
- Requires truthful name, date-of-birth, and current address when detained by police under reasonable suspicion that a violation of the bicycle code has occurred

Operating under the influence

- Added regular bicycles
- Now applies to bicycles, electric and motorized bicycles, electric scooters, and electric personal assistive mobility devices
- Unlawful to operate under the influence of alcohol or drugs
- Minimum five days in jail plus $250 fine; may be reduced to one day in jail plus $250 if program is completed

15. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE

Discussion and Direction: Possible Ballot Measure Committees for the November 2020 General Election

STAFF RECOMMENDED ACTION:

Council Discussion/Direction

EXECUTIVE SUMMARY:

The Council has identified a number of considerations for possible ballot questions at the November 2020 General Election.

- Affordable Housing
- Open Space and Parks and Recreation
- Charter Amendments
- Public Safety Personnel Retirement System Unfunded Liability
- Ongoing Funding for Flagstaff Watershed Protection Project (FWPP)
- Implementation of the Climate Action and Adaptation Plan (CAAP)
- Other identified capital needs
- Base Expenditure Limitation

Should the Council wish to consider one or more of these items for the ballot it may be helpful to create citizen committees to evaluate the various options and provide recommendations back to Council. *Tonight's direction to form a citizen commission to consider one or more of these questions in an effort to evaluate options and provide a recommendation does not in any way obligate Council on their future vote on whether to place an item on the November 2020 general election ballot.*

If there are any potential ballot questions the Council is interested in, staff is seeking direction on the number of committees, the specific purpose and assignment of each committee, how long the committee should be active, and the desired makeup of the committee.

Council has already given direction to create an Affordable Housing Commission regardless of a ballot measure; further clarification and direction is needed if the Council would like this commission provide recommendations on a possible housing ballot question.

Staff recommends holding off on Charter Amendments and Base Expenditure Limitation for the 2020 election and instead doing an off-year Special Election. Both issues are quite technical and the public would benefit from a more focused educational outreach rather than trying to combine the questions with other matters. However, it would be beneficial to form a Charter Amendment Committee now to begin the

process of reviewing the Charter and identifying possible amendments well in advance of a possible 2021, or other odd year election.

The options to consider include:

- One single committee to evaluate all possible ballot questions
- One committee for each issue
- Or combining some issues together for a smaller number of committees

Should a committee formation be directed:

- The specific purpose and assignment of each committee
- How long the committee should be active
- The desired makeup of the committee

Staff is requesting this direction now so that recruitment can occur over the summer break and Council can make appointments in the fall.

INFORMATION:

Council requested information about the City's bonding capacity and the City's sales tax rates. Below is information about bonding capacity and attached you will find information regarding sales taxes, their sunset dates, and revenue generation. Also included below is information on the City's Expenditure Base Limitation.

General Obligation Bonds

<u>To be issued - $21,162,713 (All currently have voter approval)</u>

- Lake Mary Regional Park and other park land acquisitions - $2,800,000
- Public Safety/City Operations Communication System - $362,713
- Forest Health and Water Supply Protection Project - $6,000,000
- Municipal Court House - $12,000,000

<u>Legal Limits Assessed Valuations - 20% Limitation (Statutory limitation - specified uses noted below)</u>

- Water, sewer, artificial lighting, parks, open space, recreational facilities, public safety, law enforcement, fire and emergency services and street and transportation facilities
- Allowable - $201 million
- Current Outstanding/Authorized - $63 million
- Current Available - $138 million

<u>Legal Limits Assessed Valuations - 6% Limitation (Statutory limitation - general use noted below)</u>

- Everything else (i.e. Housing)
- Allowable - $60 million
- Current Outstanding - $0 million
- Current Available - $60 million

<u>Secondary Property Tax Rate</u>

- Currently 0.8366 per $100 of Assessed Valuation
- Only allowed to make debt service payments on general obligation bonds (principle and interest)
- Recent changes:
    - Assessed Valuation for Secondary Property Tax is now the same as the Primary Property Tax
    - Assessed Valuation maximum 5% increase annually
    - Limited to maintain 10% fund balance

Capacity Based on Current Policy

- Currently 0.8366 per $100 of Assessed Valuation
- For planning purposes:
    - General obligation debt is usually issued for 20 years
    - Plan to issue 100% of approved bonds
    - Conservative projection of Assessed Valuations
- Estimated Capacity $62M *within current rate (Note: as shown above, the City has statutory capacity in excess of this amount. Authorizing future general obligation bonds for more than $62 million dollars will most likely increase the rate).*
    - Remaining capacity through FY 2042
    - Majority of debt paid off by FY 2022

Expenditure Base Limitation

The expenditure limitation sets the total operational spending a city/town may budget and spend in any single fiscal year, as adjusted by certain deductions. Exceeding the expenditure limitation can trigger sizable penalty payments to the State of Arizona. Expenditure limitations for cities and other governmental agencies were established by legislation in 1980. The City of Flagstaff has received 2 permanent base adjustments. One when the BBB tax was approved by the voters in 1988 and the 2nd in 2006, with the detail shown in bullet format below. The alternative to Expenditure Limitation is Alternative Expenditure Control or Home Rule that requires municipalities to receive voter approval every 4 years. The difference between the two is that a vote to change our base expenditure limitation permanently adjusts the base upward. The Home Rule options sets no boundary on a municipalities budget but it is only approved for a 4 year period of time.

The last Expenditure Limitation was in May 2006. Voters approved a permanent base adjustment of $25 million dollars due to:

- A 49.8% increase in primary property tax collections ($1.3 million)
- A 26.4% increase in City sales tax ($2.9 million)
- A 34.1% increase in auto lieu tax ($650 thousand)
- An $8 million increase in transportation tax, and
- A 37.4% increase in pay-as-you go capital ($13.2 million)

Since 2006 the City has adopted the following new revenues and taxes:

- Road Repair & Street Safety taxes - $7 million
- Parking District - $1.5 million
- Stormwater - $3.6 million (since FY2006)
- Water Service Rate increases $14.1 million (since FY2006)
- Flagstaff Housing Authority - $1.9 million
- Butler/Route 66 Bridge $4.8 million

In FY2018 the City was $19 million dollars below the limitation. However, with the increased pay-as-you-go capital improvement program, the City budget has been consistently close to the expenditure limitation over the past several years. It is recommended that City request authorization by the voters for an additional $25 million dollars. As with the Charter amendments, the educational outreach on a permanent base adjustment is significant and staff recommends that this item be put before the voters at a special election or a general election that does not have other City questions. A citizen commission would not be needed for this question as it is a technical in nature and the information and process is prescribed in statute.

Attachments: Sales Taxes
Presentation

Sales Tax By Proposition and Sunset Date

Flagstaff City Code 3-05-008-0800 Tax Sunset Dates

History

Tax Name	Revenue FY20 (Approx)	Base Rate	w/BBB	Sunset Date	1st Election Date	2nd Election Date
Privilege Taxes	$ 21,766,468	1.000%	1.000%	11/4/2024	2020	2022
Hospitality Industry Tax: (Bed, Board and Beverage)	$ 9,225,000	0.000%	2.000%	3/31/2028	2024	2026
Transportation Sales Tax	$ 8,949,394	0.426%	0.426%	6/30/2041	2038	2040
Road Repair and Street Safety Tax	$ 6,932,629	0.330%	0.330%	12/31/2034	2032	2034
Transit Tax	$ 6,197,350	0.295%	0.295%	6/30/2030	2026	2028
Lone Tree Overpass Sales Tax	$ 4,831,833	0.230%	0.230%	6/30/2039	2036	2038
Total City Sales Tax	**$ 57,902,674**	**2.281%**	**4.281%**			

2020 Election Committees

June 4, 2019

Stacy Saltzburg, City Clerk

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Ballot Question Considerations

Possible Ballot Questions

- Affordable Housing
- Open Space & Parks and Recreation
- Charter Amendments **Not recommended for 2020**
- PSPRS Unfunded Liability
- FWPP Ongoing Funding
- CAAP Implementation
- Other Capital Needs
- Base Expenditure Limitation **Not recommended for 2020**

Citizen Commissions/Committees

Options to Consider

- One single committee to evaluate all possible ballot questions
- One committee for each issue
- Combining some issues together for a smaller number of committees

Committee Formation Direction

- What is the specific purpose of the committee?
- How long should the committee be active?
- What is the desired makeup of the committee?

15. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Discussion: Affordable Housing ballot measure for 2020

DESIRED OUTCOME:

Discussion/Direction

EXECUTIVE SUMMARY:

Councilmember Whelan provided the Future Agenda Item Request on March 19, 2019, which was supported by the required number of Councilmembers.

INFORMATION:

Attachments:

15. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Darr, Housing Director
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE:

Discussion/Direction: Establish/Create the Affordable Housing Commission discussed in Proposition 422

DESIRED OUTCOME:

Receive direction in order to bring back an action item reflective of Council's desires.

EXECUTIVE SUMMARY:

On March 19, 2019, City Council discussed a Future Agenda Item Request (FAIR) to place a discussion regarding establishing the Affordable Housing Commission/Committee on a future Council agenda. There was a Council majority to place the item on a future agenda and was also in favor of doing so in an expedited fashion.

INFORMATION:

Staff will present from the attached PowerPoint.

Attachments: Presentation

Establishing an Affordable Housing Commission/Committee

Sarah Darr

May 28, 2019

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Background

March 19, 2019 City Council discussed a Future Agenda Item Request (FAIR) to place a discussion regarding establishing the Affordable Housing Commission/Committee on a future Council agenda.

There was a Council majority to place the item on a future agenda and was also in favor of doing so in an expedited fashion.

During the FAIR conversation…

Council discussed multiple components of what the Committee could focus on:

- Determine whether to place a Housing Bond Proposition on the 2020 election
- Review Proposition 422 to learn why it failed
- Explore ideas of creating affordable market rate housing looking at zoning code changes, etc.
- Look for creative solutions to creating more affordable housing

In addition, the Committee could also serve as an advisory board to City Council

Background - Existing Commission

Board of Commissioners of the City of Flagstaff Housing Authority

- Membership - 6 people and the Mayor
  - State law specifies the commission shall either be the City Council with a program representative **OR** be appointed by the Mayor, and that the Mayor shall automatically be and act as a commissioner
  - In either case, at least one member must be either a resident of Public Housing or a Section 8 voucher holder per federal requirements

Background – Scope of CFHA Board

Responsibilities are centered around Housing Authority programs, HUD functions and…

"Investigate living, dwelling and housing conditions and the means and methods of improving such conditions through public housing projects and make recommendations to the City Council regarding these matters including recommendations for increasing the number of low income housing opportunities and projects in the City."

What we think we heard on March 19…

Short term body with focused limited scope mainly centered on funding identification for affordable housing, such as a possible bond ballot measure for 2020

Would like the body established ASAP

Council would like to appoint the members

Members would represent different areas of expertise

Options

Option A

- Affordable Bond Committee contained in Prop 422
  - “If the bonds are approved, the City Council will create and appoint a Housing Bond committee to advise the City Council on the use of the proceeds of the sale of the bonds and related matters.”

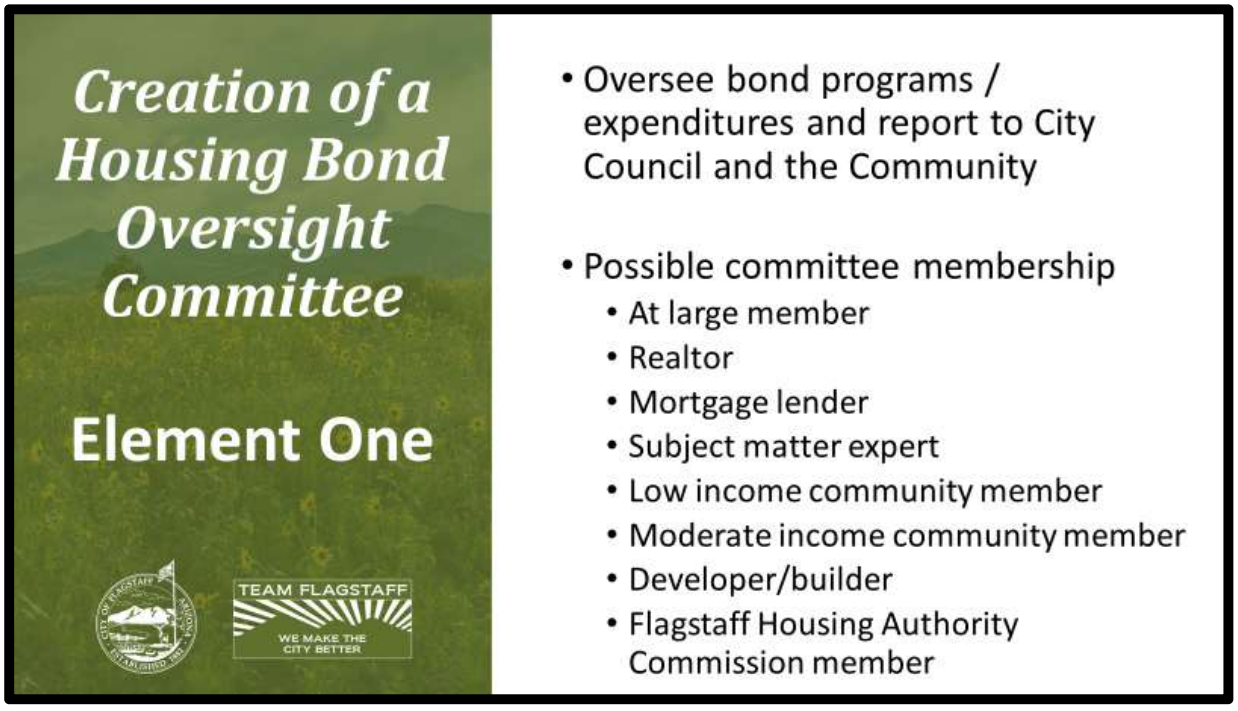
Option B

- Affordable Housing 2020 Election Commission
  - Similar to the Transportation Tax Commission in 2018

Option A

Affordable Bond Committee contained in Prop 422

- Need clarification on the scope and purpose of the Committee



Slide from April 2018 Council Presentation

Option B

- Affordable Housing 2020 Election Commission
  - 15 voting members
    - 14 appointed by Council and 1 from the CFHA Board

    (Transportation Tax Committee had non-specific voting membership appointed by Council with the addition subject matter experts as non-voting participants in the process)

Option B

Possible Membership or Subject Matter Experts

Representatives from the following areas

- Builders
- Developers
- Business Community
- Multi-Family
- Realtors
- Housing Non-Profits
- General Community Members
- Neighborhood
- Low/Moderate Income
- “Workforce”

Seeking Direction

Option A

Affordable Bond Committee contained in Prop 422

Option B

Affordable Housing 2020 Election Commission

Something else?

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Questions:

- Scope
- Short term or long term
- Membership
- Subject Matter Experts

17. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Evans to place on a future agenda a discussion about a cell phone tower ordinance to require that the coverage map provided in the application be done by an independent third party.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

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

INFORMATION:

Attachments:

17. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	05/29/2019
Meeting Date:	06/04/2019

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Odegaard to place on a future agenda a discussion about the creation of a City Veterans' Liaison Coordinator position.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

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

INFORMATION:

Attachments: